

**SECOND AMENDED AND RESTATED OPTION AGREEMENT**  
**[R&T Draft Version 5-22-24]**

THIS SECOND AMENDED AND RESTATED OPTION AGREEMENT (this “**Agreement**”), is effective as of \_\_\_\_\_, 2024 (the “**Effective Date**”), and is entered into by and between LOS CERRITOS WETLANDS, LLC, a California limited liability company (“**Optionee**”), and the LOS CERRITOS WETLANDS AUTHORITY, a joint exercise of powers agency established pursuant to Government Code Section 6500 *et seq.* (“**LCWA**”). LCWA and Optionee are sometimes referred to herein individually as a “**Party**” and together as the “**Parties**.”

**R E C I T A L S**

A. Prior to the date hereof, the Parties entered into that certain Option Agreement, effective as of September 2, 2016 (“**2016 Option Agreement**”), which was amended on June 10, 2022 (the “**First Amendment**” and together with the 2016 Option Agreement, the “**Original Agreement**”), to set forth the Parties’ respective rights and obligations with respect to Optionee’s option to effect an exchange of the LCWA Site (as hereinafter defined) for the Optionee Property (as hereinafter defined). This Agreement amends and restates in its entirety the Original Agreement.

B. LCWA is the owner of an approximately 5.1-acre parcel of undeveloped property, which acreage includes approximately 1 acre of dedicated roadway, located at the northeast corner of Studebaker Road and Westminster Boulevard in the City of Long Beach described and depicted in Exhibit “A” (the “**LCWA Site**”).

C. Optionee is the owner of an approximately 154-acre operating oil field, which acreage includes approximately 4 acres of dedicated roadway, located at 6433 E. Second Street between Pacific Coast Highway and Studebaker Road along 2nd Street/Westminster Boulevard in the City of Long Beach commonly known as the Synergy Oil Field, described and depicted in Exhibit “B” (the “**Optionee Property**”).

D. Optionee has established a mitigation bank consisting of approximately 67.9 acres on the northerly approximately 77.3 acres of the Optionee Property as more particularly described in Exhibit “C” (the “**Mitigation Bank Site**”) pursuant to that certain Bank Enabling Instrument (Upper Los Cerritos Wetlands Mitigation Bank) dated as of July 24, 2023 (the “**BEI**”) by and between Optionee and the U.S. Army Corps of Engineers, Los Angeles District (the “**Army Corps**”), and in connection therewith, intends to implement wetlands and habitat restoration pursuant to the Upper Los Cerritos Wetlands Mitigation Bank Development Plan (“**Bank Development Plan**”) that has been approved by the Interagency Review Team (“**IRT**”) headed by the Army Corps. The approximately 77.3 acres will also include public access improvements and approximately 9.4 acres of additional open space that Optionee reserves the right to use for its mitigation need. The initial mapping of the bank components is depicted in Exhibit “D” (the “**Mitigation Bank Mapping**”).

E. Optionee also intends to implement a habitat revegetation plan (“**Revegetation Plan**”) as mapped on Exhibit “E” over time on the southerly approximately 69.92 acres of the

Optionee Property (the “**Revegetation Site**”) as oil operations on the Revegetation Site are removed. Optionee is in the process of amending the BEI to include the Revegetation Site. The Parties acknowledge that if the BEI is amended to include the Revegetation Site, or if a separate mitigation bank is formed for the Revegetation Site, the amount of the endowment for implementation of the Upper Los Cerritos Wetlands Mitigation Bank Long Term Management Plan as agreed upon at the time of execution of this Agreement, will be increased accordingly, after providing LCWA with a reasonable opportunity to review and provide comments to Company and the IRT regarding the amount of the endowment or endowments for the BEI incorporating the Revegetation Site.

F. Optionee also intends to construct public access improvements, specifically a public trail along the perimeter of the Mitigation Bank Site, and to improve for LCWA’s use as a public visitors center an existing building and construct a parking lot (collectively, the “**Public Access Improvements**”) within approximately 2.95 acres of the Optionee Property as depicted in Exhibit “F” (the “**Public Access Improvements Site**”) in support of LCWA’s mission, which is “to provide for a comprehensive program of acquisition, protection, conservation, restoration, maintenance and operation and environmental enhancement of the Los Cerritos Wetlands.”

G. In order to implement the Bank Development Plan and the Revegetation Plan, and construct the Public Access Improvements, Optionee intends to phase out its oil production operations on the Revegetation Site and Public Access Improvement Site by no later than December 31, 2027, and may relocate a portion of its oil operations to the LCWA Site, subject to restrictions set forth in the Oil & Gas Deed Restriction (as defined in the Land Exchange Agreement, as hereinafter defined) to be recorded prior to the closing of the Land Exchange (as hereinafter defined).

H. On February 15, 2024, the California Coastal Conservancy conditionally approved of the transfer of the LCWA Site to COMPANY.

I. Optionee has either obtained or is in the process of obtaining various permits, approvals, and/or entitlements (collectively, the “**Entitlements**”) from, *inter alia*, the City of Long Beach, the California Coastal Commission, the Army Corps, the Regional Water Quality Control Board, the California Department of Fish and Wildlife, and the U.S. Fish and Wildlife Service for the establishment of the Mitigation Bank, the implementation of the Bank Development Plan, the removal of oil field equipment, the construction of the Public Access Improvements, and, subject to the restrictions set forth in the Oil & Gas Deed Restriction (as defined in the Land Exchange Agreement, as hereinafter defined) to be recorded prior to the closing of the Land Exchange (as hereinafter defined), operation of other oil-related activities on the LCWA Site. The Entitlements that Optionee has obtained or is in the process of obtaining include, but are not limited to:

1. City of Long Beach approval of an amendment to the Southeast Area Development and Improvement Plan (“**SEADIP**”) to permit oil drilling and oil production activities, on, among other properties, the LCWA Site;

2. City of Long Beach approval of an Oil Operating Area Boundary Change, Oil Drilling Permit and Oil Well permit to permit oil drilling and oil production activities on, among other properties, the LCWA Site;

3. City of Long Beach Site Plan Review approval for proposed improvements to be constructed on the LCWA Site, Pumpkin Patch Site, and the Optionee Property;

4. City of Long Beach certification of the Los Cerritos Wetlands Restoration and Wetlands Consolidation Project Environmental Impact Report (“**EIR**”) pursuant to CEQA; and

5. California Coastal Commission approval of a Local Coastal Program amendment to reflect the SEADIP amendment, and approval of a Consolidated Coastal Development Permit (“**CDP**”) to construct the oil production facilities and to implement the wetlands mitigation plan which will be issued by the Coastal Commission upon satisfaction of identified conditions of approval.

J. A condition precedent to the approval of the Entitlements identified above in Recital H is the preparation by the City of Long Beach of an environmental impact report (“**EIR**”) pursuant to CEQA which was completed and certified by the City as of January 16, 2018.

## **AGREEMENT**

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties do hereby mutually covenant and agree as follows:

1. **Incorporation of Recitals.** All recitals set forth above are incorporated herein by this reference.

2. **Option.** LCWA hereby grants to Optionee an exclusive option (the “**Option**”) to acquire the LCWA Property in exchange for the transfer of the Optionee Property from Optionee to LCWA on the terms to be set forth in an agreement (the “**Land Exchange Agreement**”) to be negotiated between and entered into prior to the exercise of the Option by LCWA and Optionee, the general terms and framework of which were set forth on the Land Exchange Agreement Framework, attached as **Exhibit “G”** (the “**Land Exchange Framework**”). As set forth in the Land Exchange Framework, Optionee’s conveyance of the Optionee Property may occur in phases.

(a) Upon exercise of the Option in accordance with this Agreement, Optionee will transfer to LCWA the Mitigation Bank Site in fee, and LCWA will transfer the LCWA Site to Optionee in fee in accordance with the terms and conditions of the Land Exchange Agreement, which shall have been approved and executed by the Parties, and all conditions precedent to the effectiveness thereof shall have been met.

(b) LCWA acknowledges and agrees that Optionee is required to record against the Mitigation Bank Site: (1) a Deed Restriction pursuant to Special Condition 6 and Special Condition 7 of the CDP (collectively the “**CDP Deed Restrictions**”); and (2) a Conservation Easement required by the Army Corps pursuant to, and in the form required by, the BEI which authorizes the establishment of a Mitigation Bank. LCWA acknowledges and agrees that it will assume title to the Mitigation Bank Site subject to the aforementioned deed restrictions and Conservation Easement; provided, however, that if the Conservation Easement is not recorded prior to the closing of the land exchange (the “**Land Exchange**”) under the Land Exchange Agreement, then LCWA agrees to record the Conservation Easement against the Mitigation Bank

Site promptly following Optionee's request therefor.

(c) Optionee acknowledges and agrees that pursuant to Special Condition 6 and Special Condition 7 of the CDP, LCWA was required to record and has recorded the CDP Deed Restriction against the LCWA Site and Mitigation Bank Site (as applicable), and that Optionee will assume title to the LCWA Site subject to the applicable CDP Deed Restrictions, and LCWA will assume title to the Mitigation Bank Site subject to the applicable Deed Restrictions.

(d) Concurrent with the Land Exchange, Optionee will record an Irrevocable Offer of Dedication of fee title to the Revegetation Site in favor of LCWA (the "**Revegetation IOD**"), which offer may be accepted by LCWA or a successor agency in accordance with the terms set forth in the form of Revegetation IOD which is, or shall be, attached as an exhibit to the Land Exchange Agreement.

(e) Also concurrently with the Land Exchange, Optionee will record an Irrevocable Offer of Dedication of fee title to the Public Access Improvements Site in favor of LCWA (the "**Public Access IOD**"), which offer may be accepted by LCWA or a successor agency in accordance with the terms set forth in the form of Public Access IOD which is, or shall be, attached as an exhibit to the Land Exchange Agreement.

### **3. Condition Precedent to Exercise of the Option.**

(a) CEQA Compliance. Optionee may exercise the Option only after and upon certification of the EIR pursuant to CEQA by the City of Long Beach, and completion of any legal challenge to the EIR, and in compliance with the terms set forth in the Land Exchange Agreement. On January 16, 2018, the City certified the EIR and no legal challenges to the EIR were filed. Therefore, this condition precedent has been satisfied.

(b) Completion of Appraisals for the LCWA Site and the Optionee Property. Appraisals of the LCWA Site and the Optionee Property shall be conducted by a qualified appraiser approved by both Parties and shall be completed prior to exercise of the Option. The Parties agree to engage an appraiser at Optionee's sole expense to conduct appraisals of the LCWA Site and the Optionee Property. The engagement agreement with the appraiser shall provide that both Optionee and LCWA are clients of the appraiser. The Parties shall discuss and agree upon with the appraiser the methodology by which the appraisal will be conducted, including what factors will and will not be considered in determining the value of the respective properties. The appraisals may be updated, if determined necessary by LCWA, prior to execution of the Land Exchange Agreement. Any such update will utilize the same methodology and assumptions that were applied to the initial appraisal. In the event the value of the Optionee Property exceeds the appraised value of the LCWA Site, no additional compensation beyond the Land Exchange itself will be owed by LCWA to Optionee. In the event the appraised value of the LCWA Site exceeds the appraised value of the Optionee Property, Optionee may elect to exercise the Option and compensate LCWA for the difference in value or terminate the Option.

LCWA agrees to submit the appraisals upon completion of the appraisals to the Department of General Services ("**DGS**") for completion of administrative review and approval of the appraisals. The Parties agree that other than LCWA, the Executive Director of the State Coastal

Conservancy pursuant to the Conservancy resolution adopted on February 15, 2024, and DGS pursuant to the foregoing sentence, no other agency review or approval of the appraisals is required.

(c) LCWA Approval. LCWA has approved or authorized approval of: (i) the transfer of the LCWA Site; (ii) acceptance of the Mitigation Bank Site; and (iii) assumption of the long term management responsibilities associated with implementation of the Bank Development Plan that has been approved by the IRT and made an exhibit to the BEI.

(d) Endowment Establishment. LCWA and Optionee have agreed upon: (i) the amount to be deposited in an endowment for implementation of the Upper Los Cerritos Wetlands Mitigation Bank Long Term Management Plan (“**Bank LTMP**”) with respect to the Mitigation Bank Site; and (ii) the timing of said deposit or deposits for funding of the Bank LTMP Endowment. For purposes of absolute clarity, as of the date of this Agreement, this condition has been satisfied.

4. **Exercise of the Option**. Optionee shall exercise the Option by the earlier to occur of (a) September 2, 2024, or (b) six (6) months following the date upon which the Entitlements have been obtained and the conditions set forth in Section 3 above have been satisfied (the “**Option Term**”). Optionee will exercise the Option by delivering notice in writing to LCWA prior to the expiration of the Option Term. Once the Option is validly exercised by Optionee, an escrow shall be opened pursuant to the Land Exchange Agreement and the Land Exchange shall occur in accordance with the Land Exchange Agreement.

5. **Due Diligence**.

(a) At any time prior to the closing of the Land Exchange, each Party, its agents, contractors and subcontractors shall have the right to enter upon the property of the other Party which is the subject of this Agreement, at reasonable times during ordinary business hours following not less than twenty-four (24) hours’ prior notice to the other Party, to make such inspections, surveys and tests as may be necessary in the Party’s discretion; provided however, that any invasive structural, soils or environmental investigations or other invasive tests shall require the prior written consent of the other Party (which approval shall not be unreasonably withheld) including the other Party’s approval of a proposed scope of work. Each Party shall use care and consideration in connection with any of its inspections or tests and the other Party shall have the right to be present during any inspection of the property by the other Party or its agents. A Party shall restore the property to its condition existing prior to such inspections or tests immediately after each such test and/or inspection. Each Party hereby indemnifies, protects, defends (with counsel chosen by the other Party) and holds the other Party and the Property free and harmless from and against any and all claims, costs, losses, liabilities, damages, lawsuits, judgments, actions, proceedings, penalties, demands, attorneys’ fees, mechanic’s liens, or expenses of any kind or nature whatsoever (collectively referred to herein as “**Claims**”), arising out of or resulting from any entry and/or activities upon the property by the Party, the Party’s agents, contractors and/or subcontractors undertaken pursuant to this Section 5(a). Each Party’s obligations under this Section 5(a) shall survive the expiration of the Option Term or any earlier termination of this Agreement for a period of ten (10) years following such expiration or termination (the “**Survival Period**”).

(b) Prior to any entry pursuant to this section 5 upon the property of the other Party by a Party or any of a Party's agents, contractors, subcontractors or employees, the Party shall deliver to the other Party a certificate of insurance or equivalent self-insurance showing that the Party making such entry is carrying a commercial general liability insurance policy with a financially responsible insurance company covering the activities of such Party thereon. Such insurance certificate shall evidence that such insurance policy shall have a per occurrence limit of at least One Million Dollars (\$1,000,000) and an aggregate limit of at least Two Million Dollars (\$2,000,000), and shall name the other Party as an additional insured. Such insurance shall be primary and noncontributing with any other insurance available to the other Party and shall contain a full waiver of subrogation clause.

6. **Title.** Title to the LCWA Site, the Mitigation Bank Site, the Revegetation Site and the Public Access Improvements Site shall be conveyed in accordance with the Land Exchange Agreement.

7. **Authority to Apply for Entitlements.** During the term of the Option, and subject to LCWA's approval of those applications for the LCWA Site, Optionee is authorized to pursue the Entitlements on behalf of itself and LCWA, as applicable. LCWA shall cooperate with Optionee to process the Entitlements, including but not limited to reviewing and signing applications acceptable to LCWA, and to allow Optionee, its consultants and any representatives of the local, state and federal agencies that process applications for the Entitlements to enter on and inspect the LCWA Site.

8. **No Representations, Warranties, AS-IS Transfer.** Optionee acknowledges and agrees that LCWA has not made and is not making any representations as to the suitability of the LCWA Site and does not warrant suitability for the purpose(s) intended by Optionee. The foregoing disclaimer and waiver includes, without limitation, topography, climate, air, water rights, utilities, present and future zoning, the state of current entitlements or the ability to obtain future entitlements, soil, subsoil, grading, compaction, the acreage of the LCWA Site, the existence or effect of any governmentally regulated or protected wetlands, endangered species, flora, fauna or other natural habitat and the effect of same upon the development of the LCWA Site, access to public road. Optionee acknowledges and agrees that the LCWA Site is to be conveyed, and accepted by Optionee in its present condition, "AS-IS," "WHERE-IS," "WITH ALL FAULTS."

9. **Default.** In the event of a Party's default of its obligations hereunder, the non-defaulting Party shall have the right to require specific performance of the defaulting Party's obligations hereunder in addition to all of the non-defaulting Party's rights and remedies at law or in equity. The exercise of any right or remedy shall not be exclusive but shall be cumulative of all other rights and remedies.

10. **Legal Fees.** If a Party brings any action, arbitration or suit against the other for any matter relating to or arising out of this Agreement, then the prevailing Party in such action or dispute, whether by final judgment or settlement, shall be entitled to recover from the other Party all costs and expenses of suit and appeal, including reasonable attorneys' fees and expert witness fees. Any judgment or order entered in any final judgment shall contain a specific provision providing for the recovery of all costs and expenses of suit, including reasonable attorneys' fees incurred in enforcing, perfecting and executing such judgment.

11. **Indemnity, Hold Harmless and Duty to Defend.** Except with respect to a material breach by LCWA of a covenant set forth in this Agreement, Optionee shall indemnify, defend, protect and hold harmless LCWA, its constituent members, directors, officers and employees from and against any and all claims, demands, causes of action, suits, judgments, arising out of the above described entitlement process, and also directly or indirectly arising from, in connection with, or related in any way to this Agreement and the intended conveyance of the LCWA Site to Optionee and/or the intended conveyance of the Optionee Property to LCWA. The provisions of this Section 11 shall survive the termination of this Agreement.

12. **Assignment; Binding Effect.** This Agreement and the rights and obligations of the Parties contained herein shall run with the land. No Party shall have the right to assign, pledge or otherwise transfer its rights under this Agreement; provided, however, that, in the event that that certain Los Cerritos Wetlands Authority Joint Exercise of Powers Agreement, dated as of March 17, 2006 (as amended, the “JPA”) is terminated pursuant to Section 13 of the JPA, LCWA shall have the right, power and authority to assign this Agreement and its rights hereunder, or to delegate any duties or obligations arising under this Agreement, without Company's consent, to a successor agency, as designated by LCWA.

13. **Consideration.** LCWA acknowledges and agrees that Optionee has paid LCWA the non-refundable sum of Three Hundred Thousand Dollars (\$300,000.00) (“**Option Consideration**”) as separate and individual consideration for granting this Option to Optionee.

14. **Offers of Third Parties.** Notwithstanding anything to the contrary in this Agreement, if at any time during the term of the Option LCWA receives from any third party an offer to purchase or otherwise acquire the LCWA Site, LCWA shall not accept such offer.

15. **Term and Termination.** The term of this agreement shall be through September 2, 2024. The Parties may agree in writing to extend the Option Term. Optionee shall have the right, but not the obligation, to terminate the Option upon the occurrence of any of the following:

- (a) The City fails to approve the Entitlements;
- (b) The Coastal Commission’s approval of the Consolidated Coastal Development Permit is vacated by a court of competent law in the State of California; or
- (c) Optionee elects to terminate the Option upon completion of the appraisals obtained pursuant to Section 3(b) above.

If Optionee has not otherwise terminated the Option pursuant to Section 15(a) - 15(c), above, Optionee may elect to terminate the Option Agreement or refuse to exercise the Option. If Optionee elects to terminate the Option Agreement or not exercise the Option, Optionee shall convey to LCWA fee title to the approximately 42.2-acre Steamshovel Slough (“**Slough Property**”). The Slough Property is depicted in the attached Exhibit “H”. The conveyance shall be subject to Optionee’s reservation of rights to enter upon the Slough Property to conduct wetlands and habitat restoration activities on any portion of the Optionee Property pursuant to the BEI and obtaining regulatory permits and approvals, including altering the course of the Steamshovel Slough and diverting water to the remainder of Optionee’s Property, and constructing physical improvements such as a berm or installing sheet piles required to protect all or any portion

of the Optionee Property (the Mitigation Bank Site and the Revegetation Site). Optionee shall also grant to LCWA an easement across Optionee's Mitigation Bank Site and Revegetation Site, if necessary, to access the Slough Property. Conveyance of the Slough Property is not required if Optionee terminates the Option pursuant to Sections 15(a) -15(c) above.

16. **Notices.** All notices or other communications required or permitted hereunder shall be in writing, and shall be personally delivered or sent by a nationally recognized overnight courier or sent by registered or certified mail, postage prepaid, return receipt requested, and shall be deemed received upon the earlier of (a) if personally delivered or sent by overnight courier, the date of delivery to the address of the person to receive such notice, or (b) if mailed, on the date of delivery as shown on the sender's registry or certification of receipt.

All notices to Optionee shall be sent to:

Los Cerritos Wetlands, LLC  
6433 E. Second Street  
Long Beach, CA 90803  
Contact: John McKeown

All notices to LCWA shall be sent to:

Los Cerritos Wetlands Authority  
100 Old San Gabriel Canyon Road  
Azusa, CA 91702  
Contact: Mark Stanley, Executive Officer

17. **Recordation of Memorandum of Option.** Concurrently with the execution and delivery of this Agreement, Optionee and LCWA shall each execute, acknowledge and deliver to Optionee a Memorandum of Amended and Restated Option (the "**Memorandum**") in substantially the form attached hereto as **Exhibit "I"**, which shall amend and restate, and cause the removal of record of that certain Memorandum of Option Agreement between the parties recorded on May 6, 2019 in the Official Records of Los Angeles County as Recording No. 20190409967. Optionee shall cause the Memorandum to be recorded in the Official Records of Los Angeles County, and shall provide a conformed copy of the recorded Memorandum to LCWA.

18. **Miscellaneous.**

(a) **Required Actions of Optionee and LCWA.** Optionee and LCWA agree to execute such instruments and documents and to diligently undertake such actions (at no cost to the undertaking Party except as otherwise expressly provided herein) as may be reasonably required in order to consummate the purchase and sale herein contemplated and shall use good faith efforts to accomplish the closings in accordance with the provisions hereof.

(b) **Time of Essence.** Time is of the essence of each and every term, condition, obligation and provision hereof. All references herein to a particular time of day shall be deemed to refer to Pacific Standard Time.

(c) Counterparts. This Agreement may be executed in multiple counterparts, each of which shall be deemed an original, but all of which, together, shall constitute one and the same instrument and may be delivered by PDF file or other electronic means.

(d) Captions. Any captions to, or headings of, the sections or subsections of this Agreement are solely for the convenience of the Parties, are not a part of this Agreement, and shall not be used for the interpretation or determination of the validity of this Agreement or any provision hereof.

(e) No Obligations to Third Parties. Except as otherwise expressly provided herein, the execution and delivery of this Agreement shall not be deemed to confer any rights upon, nor obligate any of the Parties to, any person or entity other than the Parties.

(f) Amendment to this Agreement. The terms of this Agreement may not be modified or amended except by an instrument in writing executed by all of the Parties.

(g) Waiver. The waiver or failure to enforce any provision of this Agreement shall not operate as a waiver of any future breach of any such provision or any other provision hereof.

(h) Choice of Law. The Parties intend that this Agreement and all of its terms and provisions shall be construed in accordance with, and all disputes hereunder shall be governed by, the laws of the State of California.

***[SIGNATURES ON THE FOLLOWING PAGE]***

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the Effective Date.

**“LCWA”**

LOS CERRITOS WETLANDS AUTHORITY

By: \_\_\_\_\_

Its: \_\_\_\_\_  
[Printed Name and Title]

**“OPTIONEE”**

LOS CERRITOS WETLANDS, LLC,  
a California limited liability company

By: \_\_\_\_\_

Its: \_\_\_\_\_  
[Printed Name and Title]

**Exhibit "A"**

LEGAL DESCRIPTION AND DEPICTION OF THE LCWA SITE

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

A PORTION OF PARCEL 3 OF CITY OF LONG BEACH LOT LINE ADJUSTMENT NO. 9704-09, RECORDED DECEMBER 12, 1997 AS INSTRUMENT NO. 97-1958951 OF OFFICIAL RECORDS OF LOS ANGELES COUNTY, CALIFORNIA, BEING A PORTION OF THE EAST ONE-HALF OF SECTION 2, TOWNSHIP 5 SOUTH, RANGE 12 WEST, IN THE RANCHO LOS ALAMITOS, AS SHOWN ON PARTITION MAP RECORDED IN BOOK 700, PAGE 141 OF DEEDS, IN THE OFFICE OF THE LOS ANGELES COUNTY RECORDER, DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHWEST CORNER OF SAID PARCEL 3, BEING THE SOUTHWEST CORNER OF SAID EAST ONE-HALF OF SECTION 2, AND BEING THE CENTERLINE INTERSECTION OF WESTMINSTER AVENUE (100 FEET WIDE) AND STUDEBAKER ROAD (100 FEET WIDE);

THENCE NORTH 00°10'03" EAST, ALONG THE WESTERLY LINE OF SAID PARCEL 3, BEING THE WESTERLY LINE OF SAID EAST ONE-HALF OF SECTION 2 AND ALSO BEING SAID CENTERLINE OF STUDEBAKER ROAD, A DISTANCE OF 400.00 FEET; THENCE SOUTH 89°50'17" EAST, A DISTANCE OF 493.10 FEET; THENCE SOUTH 64°14'06" EAST, A DISTANCE OF 75.53 FEET; THENCE SOUTH 00°52'38" WEST, A DISTANCE OF 367.39 FEET, TO THE SOUTHERLY LINE OF SAID PARCEL 3, BEING THE SOUTHERLY LINE OF SAID EAST ONE-HALF OF SECTION 2, AND ALSO BEING SAID CENTERLINE OF WESTMINSTER AVENUE; THENCE NORTH 89°50'17" WEST, ALONG SAID SOUTHERLY LINE AND SAID CENTERLINE, A DISTANCE OF 556.57 FEET, TO THE POINT OF BEGINNING.

EXCEPTING THEREFROM ALL OIL, GAS, PETROLEUM AND OTHER MINERAL OR HYDROCARBON SUBSTANCES IN AND UNDER SAID LAND, TOGETHER WITH THE RIGHT TO USE THAT PORTION ONLY OF SAID LAND WHICH UNDERLIES A PLANE PARALLEL TO AND 500 FEET BELOW THE PRESENT SURFACE OF SAID LAND, FOR THE PURPOSE OF PROSPECTING FOR, DEVELOPING AND/OR EXTRACTING SAID OIL, GAS, PETROLEUM AND OTHER MINERAL OR HYDROCARBON SUBSTANCES FROM SAID LAND BY MEANS OF WELLS DRILLED INTO SAID SUBSURFACE OF SAID LAND FROM DRILL SITES LOCATED ON OTHER LAND, IT BEING EXPRESSLY UNDERSTOOD AND AGREED THAT SAID SELLERS, THEIR HEIRS, SUCCESSORS AND ASSIGNS, SHALL HAVE NO RIGHT TO ENTER UPON THE SURFACE OF SAID LAND, OR TO USE SAID LAND OR ANY PORTION THEREOF, TO SAID DEPTH OF 500 FEET, FOR ANY PURPOSE WHATSOEVER, AS SET FORTH IN THE DEED FROM ERNEST A. BRYANT, JR., AND ALLEN L. CHICKERING, AS TRUSTEES UNDER THE LAST WILL AND

TESTAMENT OF SUSANNA BIXBY BRYANT, ALSO KNOWN AS SUSANNA P. BRYANT, DECEASED, RECORDED JULY 27, 1953 AS INSTRUMENT NO. 889, IN BOOK 42302, PAGE 73 OF OFFICIAL RECORDS.

ALSO EXCEPTING THEREFROM ALL OIL, GAS, PETROLEUM AND OTHER MINERAL OR HYDROCARBON SUBSTANCES IN AND UNDER SAID LAND, WITHOUT, HOWEVER, THE RIGHT TO USE THE SURFACE THEREOF, AS EXCEPTED AND RESERVED IN THAT CERTAIN DEED TO EDISON SECURITIES COMPANY, A CORPORATION, DATED SEPTEMBER 2, 1953 AND RECORDED SEPTEMBER 15, 1953 AS INSTRUMENT NO. 2298, IN BOOK 42694, PAGE 232 OF OFFICIAL RECORDS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

DRAFT



**LCWA OPTION AGREEMENT**

LCWA Site

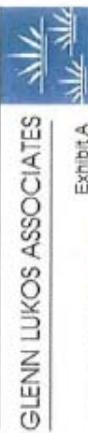


Exhibit A  
X 100% THE REST NO LONGER IN EXISTENCE  
EX-1000-A, 1995



**Legend**  
LCWA Site Boundary

Westminster Boulevard

Google

EXHIBIT "A"

**Exhibit "B"**

LEGAL DESCRIPTION AND DEPICTION OF THE OPTIONEE PROPERTY

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

PARCEL 1: APN 7237-017-010

THAT PORTION OF THE SOUTHEAST QUARTER OF SECTION 2, TOWNSHIP 5 SOUTH, RANGE 12 WEST, IN THE RANCHO LOS ALAMITOS, IN THE CITY OF LONG BEACH, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT IN THE NORTH AND SOUTH CENTER LINE OF SAID SECTION 2, DISTANT SOUTH  $00^{\circ} 10' 03''$  WEST 619.70 FEET, MEASURED ALONG SAID CENTER LINE, FROM THE SOUTHWESTERLY TERMINUS OF THAT CERTAIN COURSE DESCRIBED AS HAVING A BEARING OF NORTH  $38^{\circ} 11' 54''$  EAST AND A LENGTH OF 75.39 FEET IN THE EASEMENT TO THE LOS ANGELES COUNTY FLOOD CONTROL DISTRICT, DATED NOVEMBER 5, 1942 AND RECORDED FEBRUARY 4, 1943 IN BOOK 19794 PAGE 293 OF OFFICIAL RECORDS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY;

THENCE SOUTH  $49^{\circ} 00' 29''$  EAST 85.10 FEET;

THENCE SOUTH  $14^{\circ} 22' 34''$  WEST 210.57 FEET TO THE BEGINNING OF A TANGENT CURVE CONCAVE TO THE EAST AND HAVING A RADIUS OF 2050 FEET;

THENCE SOUTHERLY ALONG SAID CURVE 54.67 FEET TO SAID NORTH AND SOUTH CENTER LINE;

THENCE NORTH  $00^{\circ} 10' 03''$  EAST, ALONG SAID CENTER LINE, 312.94 FEET TO THE POINT OF BEGINNING.

EXCEPT THEREFROM ALL RIGHT, TITLE AND INTEREST IN AND TO THE MINERAL ESTATE UNDERLYING THE PROPERTIES; AND ALL OIL, NATURAL GAS, PETROLEUM OTHER HYDROCARBONS AND ANY OTHER MINERALS BY WHATSOEVER NAME KNOWN, IN, ON AND UNDER THE PROPERTIES, AND ALL PRODUCTS DERIVED FROM ANY OF THE FOREGOING ("HYDROCARBONS"), TOGETHER WITH THE PERPETUAL RIGHT OF DRILLING, EXPLORING AND OPERATING THEREOF AND STORING AND REMOVING THE SAME; AS RESERVED BY SYNERGY OIL & GAS, LLC, A CALIFORNIA LIMITED LIABILITY COMPANY IN THAT GRANT DEED RECORDED ON DECEMBER 11, 2013 AS INSTRUMENT NO. 20131748575 OF OFFICIAL RECORDS.

ALL RIGHTS TO THE PRESENT SURFACE AND THE FIRST 500 FEET BELOW THE PRESENT SURFACE OF THE LAND WERE CONVEYED TO THE OWNER OF RECORD BY GRANT DEED RECORDED JULY 19, 2021 AS INSTRUMENT NO. 20211109303 OF OFFICIAL RECORDS.

PARCEL 2: APN 7237-017-011, APN 7237-017-012, APN 7237-017-013, APN 7237-017-014,

APN 7237-017-019

THOSE PORTIONS OF SECTIONS 2, 3, 10 AND 11, TOWNSHIP 5 SOUTH, RANGE 12 WEST, IN THE RANCHO LOS ALAMITOS, PARTLY IN THE CITY OF LONG BEACH, COUNTY OF LOS ANGELES, AND PARTLY IN THE UNINCORPORATED TERRITORY OF THE COUNTY OF LOS ANGELES, ALL IN STATE OF CALIFORNIA, AS SHOWN ON MAP NOS. 1 AND 2 OF PORTION OF RANCHO LOS ALAMITOS, RECORDED IN BOOK 700 PAGES 138 THROUGH 141 OF DEEDS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY, DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHEASTERLY CORNER OF THE SOUTHWEST QUARTER OF SAID SECTION 2;  
THENCE SOUTHERLY ALONG THE NORTH AND SOUTH QUARTER SECTION LINES OF SAID SECTIONS 2 AND 11 TO THE INTERSECTION WITH THE LINE BETWEEN LOS ANGELES COUNTY AND ORANGE COUNTY;  
THENCE ALONG SAID COUNTY LINE, SOUTH  $57^{\circ} 04'$  WEST TO A POINT IN THE PATENT BOUNDARY LINE OF SAID RANCHO;  
THENCE ALONG SAID LINE, NORTH  $37^{\circ} 47' 30''$  WEST 4878.07 FEET TO STATION 51 OF THE PATENT SURVEY OF SAID RANCHO;  
THENCE ALONG THE LINE BETWEEN STATIONS 51 AND 52 OF SAID PATENT SURVEY, NORTH  $44^{\circ} 12' 30''$  EAST TO A POINT IN THE NORTHERLY LINE OF SAID SOUTHWEST QUARTER OF SECTION 2;  
THENCE EASTERLY ALONG SAID NORTHERLY LINE TO THE POINT OF BEGINNING.

EXCEPT THEREFROM THAT PORTION OF SECTIONS 2 AND 11, LYING SOUTHERLY OF THE SOUTHERLY LINE OF WESTMINSTER AVENUE, 100.00 FEET WIDE, AS DESCRIBED IN PART OF PARCELS 3-10 IN THE DEED TO THE COUNTY OF LOS ANGELES RECORDED DECEMBER 3, 1962 AS INSTRUMENT NO. 4500 IN BOOK D1842, PAGES 137 THROUGH 145, INCLUSIVE, OF OFFICIAL RECORDS OF SAID COUNTY.

ALSO EXCEPT THEREFROM THAT PORTION THEREOF DESCRIBED IN THE DEED TO THE STATE OF CALIFORNIA FOR PACIFIC COAST HIGHWAY RECORDED IN BOOK 10217, PAGE 159 OF SAID OFFICIAL RECORDS.

ALSO EXCEPT THEREFROM THAT PORTION THEREOF LYING NORTHERLY OF THE SOUTHERLY LINE OF LAND DESCRIBED IN PARCEL 3 IN THE FINAL ORDER OF CONDEMNATION FOR LOS CERRITOS CHANNEL ENTERED IN LOS ANGELES SUPERIOR COURT, CASE NO. 622968, A CERTIFIED COPY BEING RECORDED NOVEMBER 8, 1955 AS INSTRUMENT NO. 2499, IN BOOK 49471, PAGE 50 OF OFFICIAL RECORDS.

ALSO EXCEPT THEREFROM THAT PORTION THEREOF DESCRIBED IN THE DEED TO THE STATE OF CALIFORNIA, RECORDED OCTOBER 22, 1959 AS INSTRUMENT NO. 1768 OF OFFICIAL RECORDS OF SAID COUNTY, FOR PACIFIC COAST HIGHWAY.

ALSO EXCEPT THEREFROM THAT PORTION THEREOF LYING NORTHEASTERLY OF THE SOUTHWESTERLY LINE OF LAND DESCRIBED IN THE DEED TO SOUTHERN CALIFORNIA EDISON COMPANY, RECORDED MAY 22, 1963 AS INSTRUMENT NO. 4370 OF SAID COUNTY.

ALSO EXCEPT THEREFROM THAT PORTION OF SAID SECTION 11, DESCRIBED AS FOLLOWS:

BEGINNING AT THE INTERSECTION OF THE CENTER LINE OF PACIFIC COAST HIGHWAY (100.00 FEET WIDE), WITH THE CENTER LINE OF SECOND STREET, AS SAID CENTER LINES ARE SHOWN ON MAP OF TRACT NO. 26635, RECORDED IN BOOK 684, PAGES 51 THROUGH 53, INCLUSIVE OF MAPS, IN SAID OFFICE OF THE COUNTY RECORDER;

THENCE ALONG SAID CENTER LINE OF PACIFIC COAST HIGHWAY, NORTH 37° 52' 23" SECONDS WEST 220.35 FEET;

THENCE AT RIGHT ANGLES TO SAID CENTER LINE, NORTH 52° 07' 37" EAST 50.00 FEET TO THE NORTHEASTERLY RIGHT-OF-WAY LINE OF SAID PACIFIC COAST HIGHWAY AND THE TRUE POINT OF BEGINNING OF THIS DESCRIPTION;

THENCE CONTINUING NORTH 52° 07' 37" EAST 150.00 FEET;

THENCE SOUTH 66° 26' 26" EAST 131.33 FEET;

THENCE SOUTH 17° 29' 01" EAST 130.00 FEET TO A POINT IN A LINE PARALLEL TO AND 60.00 FEET NORTHERLY FROM SAID CENTER LINE OF WESTMINSTER AVENUE; THENCE ALONG SAID PARALLEL LINE, SOUTH 72° 30' 59" WEST 157.85 FEET TO THE BEGINNING OF A TANGENT CURVE CONCAVE NORTHEASTERLY AND HAVING A RADIUS OF 30.00 FEET;

THENCE SOUTHWESTERLY AND NORTHWESTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 69° 36' 38", AN ARC LENGTH OF 36.45 FEET TO A POINT IN SAID NORTHEASTERLY RIGHT-OF-WAY LINE OF PACIFIC COAST HIGHWAY;

THENCE ALONG SAID NORTHEASTERLY RIGHT-OF-WAY LINE, NORTH 37° 52' 23" WEST 154.07 FEET TO THE TRUE POINT OF BEGINNING, AS DESCRIBED IN A DEED TO MOBIL OIL CORPORATION, A NEW YORK CORPORATION, RECORDED SEPTEMBER 25, 1987 AS INSTRUMENT NO. 87-1547071 OF OFFICIAL RECORDS OF SAID COUNTY.

ALSO EXCEPT THEREFROM THAT PORTION OF SAID SECTION 11 BOUNDED ON THE SOUTHWEST BY THE NORTHEASTERLY LINE OF PACIFIC COAST HIGHWAY AS NOW ESTABLISHED BOUNDED ON THE NORTHEAST BY THE NORTHEASTERLY BOUNDARY OF THE CITY OF LONG BEACH AS SHOWN ON THE MAPS OF PARCEL MAP NO. 6256, BOOK 64, PAGES 55 AND 56 OF PARCEL MAPS AND TRACT NO. 7470 IN BOOK 121, PAGES 36 THROUGH 39, INCLUSIVE OF MAPS IN THE OFFICE OF SAID COUNTY RECORDER; AND BOUNDED ON THE NORTH BY THE CENTERLINE OF WESTMINSTER AVENUE AS SHOWN ON SAID MAPS.

EXCEPT THEREFROM ALL OIL, NATURAL GAS, PETROLEUM AND OTHER HYDROCARBONS AS RESERVED BY SYNERGY OIL & GAS, LLC, A CALIFORNIA

LIMITED LIABILITY COMPANY IN THAT GRANT DEED RECORDED ON DECEMBER 11, 2013 AS INSTRUMENT NO. 20131748575 OF OFFICIAL RECORDS.

ALL RIGHTS TO THE PRESENT SURFACE AND THE FIRST 500 FEET BELOW THE PRESENT SURFACE OF THE LAND WERE CONVEYED TO THE OWNER OF RECORD BY GRANT DEED RECORDED JULY 19, 2021 AS INSTRUMENT NO. 20211109303 OF OFFICIAL RECORDS.

PARCEL 3: APN: 7237-017-018

THAT PORTION OF THE WEST HALF OF SECTION 2, TOWNSHIP 5 SOUTH, RANGE 12 WEST, IN THE RANCHO OF LOS ALAMITOS, IN THE CITY OF LONG BEACH, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS PER MAP RECORDED IN THE BOOK 700 PAGES 140 AND 141 OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY, AS DESCRIBED IN "PARCEL 3" IN A FINAL ORDER OF CONDEMNATION, HAD IN SUPERIOR COURT CASE NO. 622968, A CERTIFIED COPY OF WHICH IS RECORDED IN THE BOOK 49471 PAGE 50, OFFICIAL RECORDS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY, WITHIN A STRIP OF LAND 88 FEET WIDE, THE SOUTHERLY SIDE LINE OF SAID STRIP OF LAND BEING DESCRIBED AS FOLLOWS:

COMMENCING AT THE EASTERLY TERMINUS OF THAT LINE DESCRIBED IN SAID PARCEL 3, AS HAVING A BEARING AND LENGTH OF "NORTH 75°17'03" EAST 1,765.89 FEET";  
THENCE ALONG SAID LINE, SOUTH 75°17'03" WEST 1,038.03 FEET TO THE TRUE POINT OF BEGINNING;  
THENCE CONTINUING ALONG SAID LINE, SOUTH 75°17'03" WEST 580 FEET.

EXCEPT THEREFROM ALL OIL, NATURAL GAS, PETROLEUM AND OTHER HYDROCARBONS AS RESERVED BY SYNERGY OIL & GAS, LLC, A CALIFORNIA LIMITED LIABILITY COMPANY IN THAT GRANT DEED RECORDED ON DECEMBER 11, 2013 AS INSTRUMENT NO. 20131748575, OFFICIAL RECORDS.

ALL RIGHTS TO THE PRESENT SURFACE AND THE FIRST 500 FEET BELOW THE PRESENT SURFACE OF THE LAND WERE CONVEYED TO THE OWNER OF RECORD BY GRANT DEED RECORDED JULY 19, 2021 AS INSTRUMENT NO. 20211109303 OF OFFICIAL RECORDS.



**Exhibit “C”**

DEPICTION OF THE MITIGATION BANK SITE

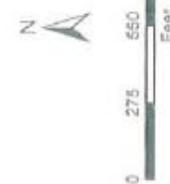
(See attached.)

DRAFT



### Legend

- Synergy Oil Field Boundary
- Mitigation Bank Property



### LCWA OPTION AGREEMENT

Mitigation Bank Property

**GLENN LUKOS ASSOCIATES**



Exhibit C

X-0393-THE RESTRICTED UNIT (RUE), Digital Agreement Exhibit C map

**Exhibit “D”**

DEPICTION OF THE MITIGATION BANK MAPPING

(See attached.)

DRAFT



**Exhibit “E”**

DEPICTION OF THE REVEGETATION PLAN

(See attached.)

DRAFT



**LCWA OPTION AGREEMENT**  
Revegetation Site  
**GLENN LUKOS ASSOCIATES**  
Exhibit E

X (2013) THE REVEGETATION COMMITTEE, Open Space (Revegetation) Act, 2013

**Exhibit “F”**

DEPICTION OF THE PUBLIC ACCESS IMPROVEMENTS SITE

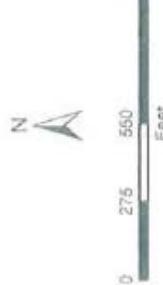
(See attached.)

DRAFT



### Legend

- Synergy Oil Field Boundary
- Public Access Improvements



### LCWA OPTION AGREEMENT

Public Access Improvements

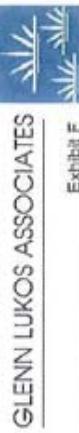


Exhibit F

20003999.10 a05/23/24

## **Exhibit "G"**

### **THE LAND EXCHANGE FRAMEWORK**

#### **1. The Parties and The Properties:**

Los Cerritos Wetlands, LLC (“**LCW**”) holds an option to acquire through a land exchange the approximately 5.1-acre parcel of undeveloped property, which acreage includes approximately 1 acre of dedicated roadway, located at the northeast corner of Studebaker Road and Westminster Boulevard in the City of Long Beach (“**LCWA Site**”) that is owned by the Los Cerritos Wetlands Authority (“**LCWA**”).

The LCWA Site will be acquired in exchange for an approximately 154-acre property owned by LCW (“**Synergy Oil field**”). The 154-acre Synergy Oil Field consists of the following:

- 77.30 acres to be developed as a Wetlands Mitigation Bank (includes a perimeter trail) (“**Mitigation Bank Site**”);
- 3 acres to be improved with public access improvements (visitors center, parking lot, and trail/trailhead) (“**Public Access Improvements Property**”);
- 69.92 acres that will continue to be operated as an oil field (“**Revegetation Site**”); and
- Approximately 4 acres of dedicated roadway.

#### **2. Entitlements for Use and Development:**

LCW is currently processing the following entitlements from the City of Long Beach and the California Coastal Commission:

- City of Long Beach approval of an amendment to the Southeast Area Development and Improvement Plan (“**SEADIP**”) to permit oil drilling and oil production activities, on among properties, the LCWA Site;
- City of Long Beach approval of an Oil Operating Area Boundary Change, Oil Drilling Permit and Oil Well permit to permit oil drilling and oil production activities on, among other properties, the LCWA Site;
- City of Long Beach Site Plan Review approval for proposed improvements to be constructed on the LCWA Site, Pumpkin Patch Site, and the Synergy Oil Field;
- City of Long Beach certification of the Los Cerritos Wetlands Restoration and Wetlands Consolidation Project Environmental Impact Report (“**EIR**”) pursuant to CEQA; and
- California Coastal Commission approval of a Local Coastal Program amendment to reflect the SEADIP amendment, and a Consolidated Coastal Development Permit (“**CDP**”) to construct the oil production facilities and to implement the wetlands mitigation plan.

#### **3. Wetlands Mitigation Bank Establishment:**

In addition to these entitlements, LCW is seeking approval of a wetlands and habitat restoration plan (“Mitigation Bank Restoration Plan”) for the Wetlands Mitigation Bank from the Interagency Review Team (“**IRT**”), and approval of a Bank Enabling Instrument from the IRT establishing the number of wetlands mitigation credits held by the Bank.

4. Conditions Precedent to Exercise of the Land Exchange Option:

- Certification of an EIR by the City of Long Beach that analyzes the environmental impacts of the requested entitlements listed above and completion of any legal challenge to the EIR;
- LCW and LCWA execute a Land Exchange Agreement setting forth the terms by which the respective properties shall be conveyed to the other party;
- Engagement of an appraiser to conduct appraisals for the LCWA Site and the Synergy Oil Field within 45 days of the execution of the Option Agreement. The appraisals shall be conducted by a qualified appraiser approved by both parties. The parties shall discuss and agree upon with the appraiser the methodology by which the appraisal will be conducted, including what factors will and will not be considered in determining the value of the respective properties. The appraisals may be updated, if determined necessary by LCWA prior to execution of the Land Exchange Agreement. Any such update will utilize the same methodology and assumptions that were applied to the initial appraisal. In the event the value of the Synergy Oil Field exceeds the appraised value of the LCWA Site, no additional compensation beyond the land exchange itself will be owed by LCWA to LCW. In the event the appraised value of the LCWA Site exceeds the appraised value of the Synergy Oil Field, LCW may elect to exercise the Option and compensate LCWA for the difference in value or terminate the Land Exchange Option; and
- Submission of appraisals by LCWA upon completion of the appraisals to a public entity mutually agreed upon by the parties for completion of administrative review and approval of the appraisals. The parties agree that no other agency review or approval of the appraisals is required.

5. Property Conveyance Pursuant to the Land Exchange Agreement:

Once the Conditions Precedent have been satisfied, LCW can - in its sole discretion – exercise the Option. The Land Exchange Agreement shall set forth the following terms and conditions for the exchange of the properties as follows:

- **The Mitigation Bank Site:** At LCW's election, LCW shall convey the Mitigation Bank Site to LCWA by grant deed, reserving to itself (1) the right to enter on the Mitigation Bank Site to implement the !RT-approved Mitigation Bank Restoration Plan and conduct a minimum of five (5) years of monitoring and maintenance of the restored wetlands; and (2) the right to retain all proceeds associated with the sale of wetlands mitigation credits from the Wetlands Mitigation Bank.
- **The LCWA Site:** Concurrent with LCW's conveyance of the Mitigation Bank Site to LCWA, LCWA shall convey the LCWA Site by grant deed to LCW subject to all encumbrances, covenants, and restrictions of record.
- **The Public Access Improvements Property:** LCW shall convey the Public Access Improvements Property to LCWA upon completion of the new office building on the Pumpkin Patch site and completion of the build out of the visitor's center (estimated to be 1 -2 years but no later than five years after issuance of CDP and conclusion of any litigation). LCW shall reserve the right to enter the Public Access Improvements Property, as may be necessary, to access its Mitigation Bank Site and Revegetation Site. Alternatively, LCWA shall grant to LCW an access easement across the Public Access

Improvements Property.

- **The Revegetation Site:** Concurrent with the land exchange, LCW will record an Irrevocable Offer of Dedication of fee title to the Revegetation Site in favor of LCWA (the “*Offer of Dedication*”), which offer may be accepted by LCWA or a successor agency upon cessation of all oil production activities and clean up and remediation of the Revegetation Site as may be required by the Division of Oil, Gas and Geothermal Resources, or other regulatory agency having jurisdiction over said activities, estimated to be 40 years after issuance of the CDP and conclusion of any litigation. The Offer of Dedication shall acknowledge that LCW shall have the right to enter on to the Revegetation Site to continue its oil production activities and conduct clean up and remediation of the Revegetation Site while the Offer of Dedication remains in effect. The Offer of Dedication shall further acknowledge that LCW shall have the right to revegetate areas where oil production activities have ceased and reserves the right, in its sole discretion, to establish a mitigation bank on the Revegetation Site which it will own and manage.

6. Long Term Maintenance of the Wetlands and Endowment:

LCW is responsible for the monitoring and maintenance of the restored wetlands on the Mitigation Bank Site for the first five (5) years if IRT signs off on the success of the restoration. If the IRT does not sign off on LCW's implementation of the Mitigation Bank Restoration Plan, LCW's obligation to maintain and monitor the Mitigation Bank Site shall be extended until the success criteria set forth in the Mitigation Bank Restoration Plan are met.

Thereafter, LCW A shall assume responsibility for the long-term monitoring and maintenance of the Mitigation Bank Site.

LCW shall fund an endowment in an amount that is a non-wasting corpus to be set forth in the Land Exchange Agreement which shall be used for long-term monitoring and maintenance of the Mitigation Bank Site. The amount of the endowment shall be determined pursuant to a PAR analysis which shall be approved by mutual agreement of the parties and IRT.

7. Environmental Indemnity:

LCW agrees that it will provide an environmental indemnity or insurance policy satisfactory to LCWA to indemnify, hold harmless and defend LCWA from and against all claims, suits, damages, etc. arising out of any hazardous substances and/or materials.

8. Condition of Title:

LCW agrees that as of the date of recordation of the Irrevocable Offer of Dedication of Fee Title to the Revegetation Site, the grant deed to the Mitigation Bank Site and the grant deed to the Public Access Improvements Site to LCW A title shall be transferred subject to the following exceptions only:

- Title exceptions as may be accepted by LCW A per the terms of the Agreement. LCW A acknowledges and agrees that because it will take title to the Synergy Oil Field for wetlands and open space conservation purposes, it will accept the Synergy Oil Field subject to all

casements and other interests that may be recorded against the Synergy Oil Field, so long as said interests do not interfere with the wetlands and open space conservation values of the Synergy Oil field or require LCW A to undertake any obligations and/or liabilities.

9. Standard of Clean-Up:

The parties agree that the Synergy Oil field shall be cleaned up to the standard required for public open space and public use.

10. Public Access Improvements:

The parties shall determine in the Land Exchange Agreement the standards for the public access improvements. At a minimum, the public access improvements shall meet ADA standards.

11. Obligation to Negotiate in Good Faith:

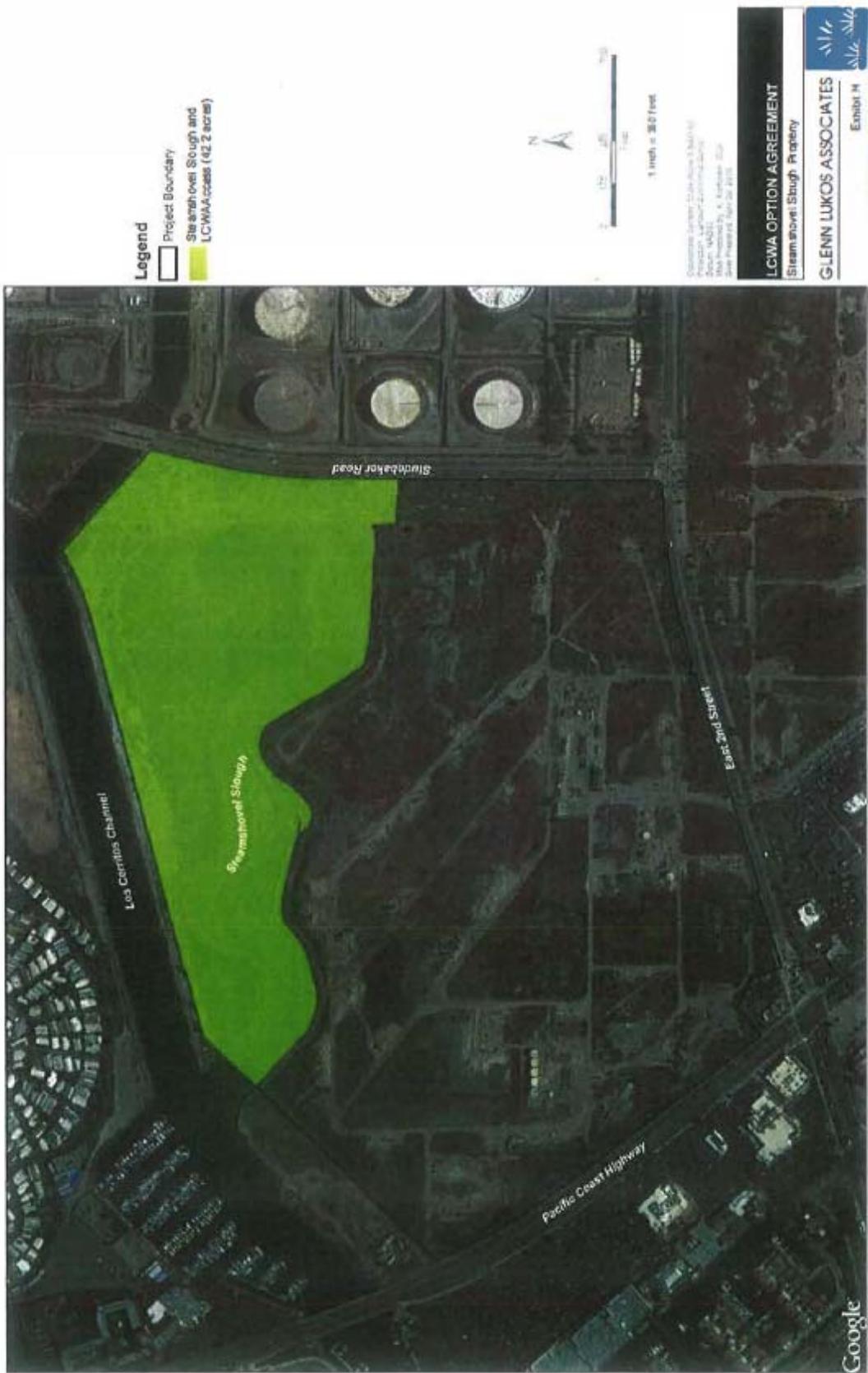
The parties agree to use best efforts to timely negotiate the Land Exchange Agreement and to negotiate in good faith.

**Exhibit "H"**

DEPICTION OF THE SLOUGH PROPERTY

(See attached.)

DRAFT



## Exhibit "I"

### FORM OF AMENDED AND RESTATED MEMORANDUM OF OPTION AGREEMENT

RECORDING REQUESTED BY AND WHEN RECORDED MAIL TO:

Los Cerritos Wetlands Authority  
100 Old San Gabriel Canyon Road Azusa, CA 91702  
Attention: Mark Stanley, Executive Officer

---

(Space Above This Line For Recorder's Use)

This Amended and Restated Memorandum of Option Agreement is recorded at the request and for the benefit of the Los Cerritos Wetlands Authority and is exempt from the payment of a recording fee pursuant to Government Code Sections 6103 and 27383.

### **AMENDED AND RESTATED MEMORANDUM OF OPTION AGREEMENT**

This Amended and Restated Memorandum of Option Agreement ("**Memorandum**") is made effective as of \_\_\_\_\_, 2024, by and between Los Cerritos Wetlands Authority, a joint powers authority established pursuant to Government Code Section 6500 *et seq.* ("**LCWA**"), and Los Cerritos Wetlands, LLC, a California limited liability company ("**Optionee**") (hereinafter collectively referred to as "**Parties**") with reference to that certain Second Amended and Restated Option Agreement by and between LCWA and Optionee, dated and effective as of \_\_\_\_\_

\_\_\_\_\_, (as may be amended or modified from time to time, the "**Option Agreement**"), which is amending and restating in its entirety that certain Option Agreement between the Parties dated as of September 2, 2016 (the "**2016 Option Agreement**"), pursuant to which LCWA has granted Optionee an option to exchange property and property rights pursuant to a land exchange Agreement with respect to LCWA's property more particularly described on **Exhibit A** attached hereto (the "**LCWA Site**") and Optionee's property more particularly described on **Exhibit B** attached hereto (the "**Optionee Site**" and together with the LCWA Site, the "**Properties**").

This Memorandum has been executed and delivered by the Parties hereto for the purposes of recording and giving constructive notice of the Option Agreement, and in no way modifies any of the provisions of the Option Agreement. This Memorandum amends and restates and supersedes in its entirety that certain Memorandum of Option Agreement between the Parties which was recorded on May 6, 2019 in the Recorder's Office of Los Angeles County as Document No. 20190409967 (the "**2016 Memorandum**"), and the 2016 Memorandum shall hereafter be of no further force or effect. The term of the Option Agreement expires upon the earlier to occur of (a) September 2, 2024, or (b) six (6) months following the date upon which the Entitlements (as defined in the Option Agreement) have been obtained and the conditions set forth in Section 3 thereof above have been satisfied (the "**Option Expiration Date**"). This Memorandum shall terminate and be of no further force or effect on the earlier of the Option Expiration Date or the date upon which the LCWA Site has been conveyed via grant deed to Optionee and the Optionee Site has been conveyed via grant deed and/or via irrevocable offer of dedication to LCWA.

The terms and provisions of the Option Agreement are incorporated herein by reference as if set out in full in this Memorandum. Reference should be made to the Option Agreement for the full terms and provisions thereof.

*[Remainder of page left intentionally blank.]*

DRAFT

IN WITNESS WHEREOF, the parties hereto have caused this Memorandum of Option Agreement to be executed effective as of the date first above written.

**“LCWA”**

**LOS CERRITOS WETLANDS AUTHORITY**

By: \_\_\_\_\_

Its: \_\_\_\_\_  
[Printed Name and Title]

**“OPTIONEE”**

**LOS CERRITOS WETLANDS, LLC,**  
a California limited liability company

By: \_\_\_\_\_

Its: \_\_\_\_\_  
[Printed Name and Title]

**EXHIBIT "A"**

**LEGAL DESCRIPTION OF THE LCWA SITE**

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

A PORTION OF PARCEL 3 OF CITY OF LONG BEACH LOT LINE ADJUSTMENT NO. 9704-09, RECORDED DECEMBER 12, 1997 AS INSTRUMENT NO. 97-1958951 OF OFFICIAL RECORDS OF LOS ANGELES COUNTY, CALIFORNIA, BEING A PORTION OF THE EAST ONE-HALF OF SECTION 2, TOWNSHIP 5 SOUTH, RANGE 12 WEST, IN THE RANCHO LOS ALAMITOS, AS SHOWN ON PARTITION MAP RECORDED IN BOOK 700, PAGE 141 OF DEEDS, IN THE OFFICE OF THE LOS ANGELES COUNTY RECORDER, DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHWEST CORNER OF SAID PARCEL 3, BEING THE SOUTHWEST CORNER OF SAID EAST ONE-HALF OF SECTION 2, AND BEING THE CENTERLINE INTERSECTION OF WESTMINSTER AVENUE (100 FEET WIDE) AND STUDEBAKER ROAD (100 FEET WIDE);

THENCE NORTH 00°10'03" EAST, ALONG THE WESTERLY LINE OF SAID PARCEL 3, BEING THE WESTERLY LINE OF SAID EAST ONE-HALF OF SECTION 2 AND ALSO BEING SAID CENTERLINE OF STUDEBAKER ROAD, A DISTANCE OF 400.00 FEET; THENCE SOUTH 89°50'17" EAST, A DISTANCE OF 493.10 FEET; THENCE SOUTH 64°14'06" EAST, A DISTANCE OF 75.53 FEET; THENCE SOUTH 00°52'38" WEST, A DISTANCE OF 367.39 FEET, TO THE SOUTHERLY LINE OF SAID PARCEL 3, BEING THE SOUTHERLY LINE OF SAID EAST ONE-HALF OF SECTION 2, AND ALSO BEING SAID CENTERLINE OF WESTMINSTER AVENUE; THENCE NORTH 89°50'17" WEST, ALONG SAID SOUTHERLY LINE AND SAID CENTERLINE, A DISTANCE OF 556.57 FEET, TO THE POINT OF BEGINNING.

EXCEPTING THEREFROM ALL OIL, GAS, PETROLEUM AND OTHER MINERAL OR HYDROCARBON SUBSTANCES IN AND UNDER SAID LAND, TOGETHER WITH THE RIGHT TO USE THAT PORTION ONLY OF SAID LAND WHICH UNDERLIES A PLANE PARALLEL TO AND 500 FEET BELOW THE PRESENT SURFACE OF SAID LAND, FOR THE PURPOSE OF PROSPECTING FOR, DEVELOPING AND/OR EXTRACTING SAID OIL, GAS, PETROLEUM AND OTHER MINERAL OR HYDROCARBON SUBSTANCES FROM SAID LAND BY MEANS OF WELLS DRILLED INTO SAID SUBSURFACE OF SAID LAND FROM DRILL SITES LOCATED ON OTHER LAND, IT BEING EXPRESSLY UNDERSTOOD AND AGREED THAT SAID SELLERS, THEIR HEIRS, SUCCESSORS AND ASSIGNS, SHALL HAVE NO RIGHT TO ENTER UPON THE SURFACE OF SAID LAND, OR TO USE SAID LAND OR ANY PORTION THEREOF, TO SAID DEPTH OF 500 FEET, FOR ANY PURPOSE WHATSOEVER, AS SET FORTH IN THE DEED FROM ERNEST A. BRYANT, JR., AND ALLEN L. CHICKERING, AS TRUSTEES UNDER THE LAST WILL AND TESTAMENT OF SUSANNA BIXBY BRYANT, ALSO KNOWN AS SUSANNA P. BRYANT, DECEASED, RECORDED JULY 27, 1953 AS INSTRUMENT NO. 889, IN BOOK

42302, PAGE 73 OF OFFICIAL RECORDS.

ALSO EXCEPTING THEREFROM ALL OIL, GAS, PETROLEUM AND OTHER MINERAL OR HYDROCARBON SUBSTANCES IN AND UNDER SAID LAND, WITHOUT, HOWEVER, THE RIGHT TO USE THE SURFACE THEREOF, AS EXCEPTED AND RESERVED IN THAT CERTAIN DEED TO EDISON SECURITIES COMPANY, A CORPORATION, DATED SEPTEMBER 2, 1953 AND RECORDED SEPTEMBER 15, 1953 AS INSTRUMENT NO. 2298, IN BOOK 42694, PAGE 232 OF OFFICIAL RECORDS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

DRAFT

**EXHIBIT "B"**

**LEGAL DESCRIPTION OF THE OPTIONEE SITE**

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

PARCEL 1: APN 7237-017-010

THAT PORTION OF THE SOUTHEAST QUARTER OF SECTION 2, TOWNSHIP 5 SOUTH, RANGE 12 WEST, IN THE RANCHO LOS ALAMITOS, IN THE CITY OF LONG BEACH, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT IN THE NORTH AND SOUTH CENTER LINE OF SAID SECTION 2, DISTANT SOUTH  $00^{\circ} 10' 03''$  WEST 619.70 FEET, MEASURED ALONG SAID CENTER LINE, FROM THE SOUTHWESTERLY TERMINUS OF THAT CERTAIN COURSE DESCRIBED AS HAVING A BEARING OF NORTH  $38^{\circ} 11' 54''$  EAST AND A LENGTH OF 75.39 FEET IN THE EASEMENT TO THE LOS ANGELES COUNTY FLOOD CONTROL DISTRICT, DATED NOVEMBER 5, 1942 AND RECORDED FEBRUARY 4, 1943 IN BOOK 19794 PAGE 293 OF OFFICIAL RECORDS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY;

THENCE SOUTH  $49^{\circ} 00' 29''$  EAST 85.10 FEET;

THENCE SOUTH  $14^{\circ} 22' 34''$  WEST 210.57 FEET TO THE BEGINNING OF A TANGENT CURVE CONCAVE TO THE EAST AND HAVING A RADIUS OF 2050 FEET;

THENCE SOUTHERLY ALONG SAID CURVE 54.67 FEET TO SAID NORTH AND SOUTH CENTER LINE;

THENCE NORTH  $00^{\circ} 10' 03''$  EAST, ALONG SAID CENTER LINE, 312.94 FEET TO THE POINT OF BEGINNING.

EXCEPT THEREFROM ALL RIGHT, TITLE AND INTEREST IN AND TO THE MINERAL ESTATE UNDERLYING THE PROPERTIES; AND ALL OIL, NATURAL GAS, PETROLEUM OTHER HYDROCARBONS AND ANY OTHER MINERALS BY WHATSOEVER NAME KNOWN, IN, ON AND UNDER THE PROPERTIES, AND ALL PRODUCTS DERIVED FROM ANY OF THE FOREGOING ("HYDROCARBONS"), TOGETHER WITH THE PERPETUAL RIGHT OF DRILLING, EXPLORING AND OPERATING THEREOF AND STORING AND REMOVING THE SAME; AS RESERVED BY SYNERGY OIL & GAS, LLC, A CALIFORNIA LIMITED LIABILITY COMPANY IN THAT GRANT DEED RECORDED ON DECEMBER 11, 2013 AS INSTRUMENT NO. 20131748575 OF OFFICIAL RECORDS.

ALL RIGHTS TO THE PRESENT SURFACE AND THE FIRST 500 FEET BELOW THE PRESENT SURFACE OF THE LAND WERE CONVEYED TO THE OWNER OF RECORD BY GRANT DEED RECORDED JULY 19, 2021 AS INSTRUMENT NO. 20211109303 OF OFFICIAL RECORDS.

PARCEL 2: APN 7237-017-011, APN 7237-017-012, APN 7237-017-013, APN 7237-017-014,

APN 7237-017-019

THOSE PORTIONS OF SECTIONS 2, 3, 10 AND 11, TOWNSHIP 5 SOUTH, RANGE 12 WEST, IN THE RANCHO LOS ALAMITOS, PARTLY IN THE CITY OF LONG BEACH, COUNTY OF LOS ANGELES, AND PARTLY IN THE UNINCORPORATED TERRITORY OF THE COUNTY OF LOS ANGELES, ALL IN STATE OF CALIFORNIA, AS SHOWN ON MAP NOS. 1 AND 2 OF PORTION OF RANCHO LOS ALAMITOS, RECORDED IN BOOK 700 PAGES 138 THROUGH 141 OF DEEDS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY, DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHEASTERLY CORNER OF THE SOUTHWEST QUARTER OF SAID SECTION 2;  
THENCE SOUTHERLY ALONG THE NORTH AND SOUTH QUARTER SECTION LINES OF SAID SECTIONS 2 AND 11 TO THE INTERSECTION WITH THE LINE BETWEEN LOS ANGELES COUNTY AND ORANGE COUNTY;  
THENCE ALONG SAID COUNTY LINE, SOUTH  $57^{\circ} 04'$  WEST TO A POINT IN THE PATENT BOUNDARY LINE OF SAID RANCHO;  
THENCE ALONG SAID LINE, NORTH  $37^{\circ} 47' 30''$  WEST 4878.07 FEET TO STATION 51 OF THE PATENT SURVEY OF SAID RANCHO;  
THENCE ALONG THE LINE BETWEEN STATIONS 51 AND 52 OF SAID PATENT SURVEY, NORTH  $44^{\circ} 12' 30''$  EAST TO A POINT IN THE NORTHERLY LINE OF SAID SOUTHWEST QUARTER OF SECTION 2;  
THENCE EASTERLY ALONG SAID NORTHERLY LINE TO THE POINT OF BEGINNING.

EXCEPT THEREFROM THAT PORTION OF SECTIONS 2 AND 11, LYING SOUTHERLY OF THE SOUTHERLY LINE OF WESTMINSTER AVENUE, 100.00 FEET WIDE, AS DESCRIBED IN PART OF PARCELS 3-10 IN THE DEED TO THE COUNTY OF LOS ANGELES RECORDED DECEMBER 3, 1962 AS INSTRUMENT NO. 4500 IN BOOK D1842, PAGES 137 THROUGH 145, INCLUSIVE, OF OFFICIAL RECORDS OF SAID COUNTY.

ALSO EXCEPT THEREFROM THAT PORTION THEREOF DESCRIBED IN THE DEED TO THE STATE OF CALIFORNIA FOR PACIFIC COAST HIGHWAY RECORDED IN BOOK 10217, PAGE 159 OF SAID OFFICIAL RECORDS.

ALSO EXCEPT THEREFROM THAT PORTION THEREOF LYING NORTHERLY OF THE SOUTHERLY LINE OF LAND DESCRIBED IN PARCEL 3 IN THE FINAL ORDER OF CONDEMNATION FOR LOS CERRITOS CHANNEL ENTERED IN LOS ANGELES SUPERIOR COURT, CASE NO. 622968, A CERTIFIED COPY BEING RECORDED NOVEMBER 8, 1955 AS INSTRUMENT NO. 2499, IN BOOK 49471, PAGE 50 OF OFFICIAL RECORDS.

ALSO EXCEPT THEREFROM THAT PORTION THEREOF DESCRIBED IN THE DEED TO THE STATE OF CALIFORNIA, RECORDED OCTOBER 22, 1959 AS INSTRUMENT NO. 1768 OF OFFICIAL RECORDS OF SAID COUNTY, FOR PACIFIC COAST HIGHWAY.

ALSO EXCEPT THEREFROM THAT PORTION THEREOF LYING NORTHEASTERLY OF

THE SOUTHWESTERLY LINE OF LAND DESCRIBED IN THE DEED TO SOUTHERN CALIFORNIA EDISON COMPANY, RECORDED MAY 22, 1963 AS INSTRUMENT NO. 4370 OF SAID COUNTY.

ALSO EXCEPT THEREFROM THAT PORTION OF SAID SECTION 11, DESCRIBED AS FOLLOWS:

BEGINNING AT THE INTERSECTION OF THE CENTER LINE OF PACIFIC COAST HIGHWAY (100.00 FEET WIDE), WITH THE CENTER LINE OF SECOND STREET, AS SAID CENTER LINES ARE SHOWN ON MAP OF TRACT NO. 26635, RECORDED IN BOOK 684, PAGES 51 THROUGH 53, INCLUSIVE OF MAPS, IN SAID OFFICE OF THE COUNTY RECORDER;

THENCE ALONG SAID CENTER LINE OF PACIFIC COAST HIGHWAY, NORTH  $37^{\circ} 52' 23''$  SECONDS WEST 220.35 FEET;

THENCE AT RIGHT ANGLES TO SAID CENTER LINE, NORTH  $52^{\circ} 07' 37''$  EAST 50.00 FEET TO THE NORTHEASTERLY RIGHT-OF-WAY LINE OF SAID PACIFIC COAST HIGHWAY AND THE TRUE POINT OF BEGINNING OF THIS DESCRIPTION;

THENCE CONTINUING NORTH  $52^{\circ} 07' 37''$  EAST 150.00 FEET;

THENCE SOUTH  $66^{\circ} 26' 26''$  EAST 131.33 FEET;

THENCE SOUTH  $17^{\circ} 29' 01''$  EAST 130.00 FEET TO A POINT IN A LINE PARALLEL TO AND 60.00 FEET NORTHERLY FROM SAID CENTER LINE OF WESTMINSTER AVENUE; THENCE ALONG SAID PARALLEL LINE, SOUTH  $72^{\circ} 30' 59''$  WEST 157.85 FEET TO THE BEGINNING OF A TANGENT CURVE CONCAVE NORTHEASTERLY AND HAVING A RADIUS OF 30.00 FEET;

THENCE SOUTHWESTERLY AND NORTHWESTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF  $69^{\circ} 36' 38''$ , AN ARC LENGTH OF 36.45 FEET TO A POINT IN SAID NORTHEASTERLY RIGHT-OF-WAY LINE OF PACIFIC COAST HIGHWAY;

THENCE ALONG SAID NORTHEASTERLY RIGHT-OF-WAY LINE, NORTH  $37^{\circ} 52' 23''$  WEST 154.07 FEET TO THE TRUE POINT OF BEGINNING, AS DESCRIBED IN A DEED TO MOBIL OIL CORPORATION, A NEW YORK CORPORATION, RECORDED SEPTEMBER 25, 1987 AS INSTRUMENT NO. 87-1547071 OF OFFICIAL RECORDS OF SAID COUNTY.

ALSO EXCEPT THEREFROM THAT PORTION OF SAID SECTION 11 BOUNDED ON THE SOUTHWEST BY THE NORTHEASTERLY LINE OF PACIFIC COAST HIGHWAY AS NOW ESTABLISHED BOUNDED ON THE NORTHEAST BY THE NORTHEASTERLY BOUNDARY OF THE CITY OF LONG BEACH AS SHOWN ON THE MAPS OF PARCEL MAP NO. 6256, BOOK 64, PAGES 55 AND 56 OF PARCEL MAPS AND TRACT NO. 7470 IN BOOK 121, PAGES 36 THROUGH 39, INCLUSIVE OF MAPS IN THE OFFICE OF SAID COUNTY RECORDER; AND BOUNDED ON THE NORTH BY THE CENTERLINE OF WESTMINSTER AVENUE AS SHOWN ON SAID MAPS.

EXCEPT THEREFROM ALL OIL, NATURAL GAS, PETROLEUM AND OTHER HYDROCARBONS AS RESERVED BY SYNERGY OIL & GAS, LLC, A CALIFORNIA LIMITED LIABILITY COMPANY IN THAT GRANT DEED RECORDED ON DECEMBER 11, 2013 AS INSTRUMENT NO. 20131748575 OF OFFICIAL RECORDS.

ALL RIGHTS TO THE PRESENT SURFACE AND THE FIRST 500 FEET BELOW THE PRESENT SURFACE OF THE LAND WERE CONVEYED TO THE OWNER OF RECORD BY GRANT DEED RECORDED JULY 19, 2021 AS INSTRUMENT NO. 20211109303 OF OFFICIAL RECORDS.

PARCEL 3: APN: 7237-017-018

THAT PORTION OF THE WEST HALF OF SECTION 2, TOWNSHIP 5 SOUTH, RANGE 12 WEST, IN THE RANCHO OF LOS ALAMITOS, IN THE CITY OF LONG BEACH, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS PER MAP RECORDED IN THE BOOK 700 PAGES 140 AND 141 OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY, AS DESCRIBED IN "PARCEL 3" IN A FINAL ORDER OF CONDEMNATION, HAD IN SUPERIOR COURT CASE NO. 622968, A CERTIFIED COPY OF WHICH IS RECORDED IN THE BOOK 49471 PAGE 50, OFFICIAL RECORDS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY, WITHIN A STRIP OF LAND 88 FEET WIDE, THE SOUTHERLY SIDE LINE OF SAID STRIP OF LAND BEING DESCRIBED AS FOLLOWS:

COMMENCING AT THE EASTERLY TERMINUS OF THAT LINE DESCRIBED IN SAID PARCEL 3, AS HAVING A BEARING AND LENGTH OF "NORTH 75°17'03" EAST 1,765.89 FEET";

THENCE ALONG SAID LINE, SOUTH 75°17'03" WEST 1,038.03 FEET TO THE TRUE POINT OF BEGINNING;

THENCE CONTINUING ALONG SAID LINE, SOUTH 75°17'03" WEST 580 FEET.

EXCEPT THEREFROM ALL OIL, NATURAL GAS, PETROLEUM AND OTHER HYDROCARBONS AS RESERVED BY SYNERGY OIL & GAS, LLC, A CALIFORNIA LIMITED LIABILITY COMPANY IN THAT GRANT DEED RECORDED ON DECEMBER 11, 2013 AS INSTRUMENT NO. 20131748575, OFFICIAL RECORDS.

ALL RIGHTS TO THE PRESENT SURFACE AND THE FIRST 500 FEET BELOW THE PRESENT SURFACE OF THE LAND WERE CONVEYED TO THE OWNER OF RECORD BY GRANT DEED RECORDED JULY 19, 2021 AS INSTRUMENT NO. 20211109303 OF OFFICIAL RECORDS.