

AGREEMENT FOR SALE OF CREDITS

CITY OF POMONA CEQA MND FILE NO. 2023030023

This Agreement is entered into this _____ day of _____, 2026 by and between the Land Veritas Corp (Bank Sponsor) and City of Pomona (Project Proponent), jointly referred to as the “Parties,” as follows:

RECITALS

A. The Bank Sponsor has developed the Petersen Ranch Mitigation Bank (Bank) located in Los Angeles County, California; and

B. The Bank has been developed pursuant to a Bank Enabling Instrument (BEI) entered into by and between Bank Sponsor, LV-BP Investors Ranch, LLC, LV Lake Elizabeth, LLC (jointly “Property Owner”), the U.S. Army Corps of Engineers (USACE), the Environmental Protection Agency (EPA), the Lahontan Regional Water Quality Control Board (Lahontan RWQCB), and the California Department of Fish and Wildlife (CDFW) on May 11, 2016, and is currently in good standing with these agencies; and

C. Project Proponent is seeking to implement the project described on Exhibit “A” attached hereto (Project), which would unavoidably and adversely impact Covered Habitat, and seeks to compensate for the loss of Covered Habitat by purchasing credits from Bank Sponsor; and

D. Project Proponent has been authorized by the City of Pomona’s Mitigated Negative Declaration, State Clearinghouse No. 2023030023, to purchase from the Bank 1.95 acres of CEQA Riparian Scrub credits (“Credits”) upon confirmation by the Bank Sponsor of credit availability/adequate balance of credits remaining for sale; and

E. Project Proponent desires to purchase from Bank Sponsor and Bank Sponsor desires to sell to Project Proponent the Credits;

NOW, THEREFORE, THE PARTIES AGREE AS FOLLOWS:

1. Bank Sponsor hereby sells to Project Proponent and Project Proponent hereby purchases from Bank Sponsor Credits for the purchase price of three hundred and thirty-two thousand dollars (\$332,000). The Bank Sponsor will then deliver to Project Proponent an executed Bill of Sale in the manner and form as attached hereto and marked Exhibit “B”. The purchase price for said credits shall be paid by cashier’s check or, at the option of Bank Sponsor, wire transfer of funds according to written instructions by Bank Sponsor to Project Proponent.

2. The sale and transfer herein is not intended as a sale or transfer to Project Proponent of a security, license, lease, easement, or possessory or non-possessory interest in real property, nor the granting of any interest of the foregoing.

3. Project Proponent shall have no obligation whatsoever by reason of the purchase of the Credits, to support, pay for, monitor, report on, sustain, continue in perpetuity, or otherwise be obligated or liable for the success or continued expense or maintenance in perpetuity of the Credits sold, or the Bank. Pursuant to the BEI and any amendments thereto, Bank Sponsor shall

monitor and make reports to the appropriate agency or agencies on the status of any Credits sold to Project Proponent. Bank Sponsor shall be fully and completely responsible for satisfying any and all conditions placed on the Bank or the Credits by all state or federal jurisdictional agencies.

4. The Credits sold and transferred to Project Proponent shall be non-transferable and non-assignable and shall not be used as compensatory mitigation for any other project or purpose, except as set forth herein.

5. Project Proponent must exercise his/her/its right to purchase the Credits within 30 days of the date of this Agreement. After the 30-day period this Agreement will be considered null and void.

6. Upon purchase of the Credits specified in paragraph 1 above, the Bank Sponsor shall submit to the parties listed in the Notices section of the BEI, copies of the: a) Agreement for Sale of Credits; b) Bill of Sale; c) Payment Receipt; and d) an updated ledger. The updated ledger must detail: i) Project Proponent; ii) Project Name; iii) Status (sale complete/sale not complete); iv) Credit Sale Date; v) Permitting Agency File/Tracking Number; vi) Total Number of Credits Authorized to Sell; vii) Total Number of Credits Sold to Date (inclusive); and viii) Balance of all Credits Available. The ledger should include all sales data from Bank Establishment Date to the present.

7. The signatures pages to this Agreement may be delivered via facsimile, electronic mail (including PDF or any other electronic signature complying with the U.S. federal ESIGN Act of 2000; e.g., DocuSign) or other transmission method, and any signature so delivered shall be deemed to have been duly and validly delivered and be valid and effective for all purposes.

[THIS SPACE INTENTIONALLY LEFT BLANK; SIGNATURES TO FOLLOW]

IN WITNESS WHEREOF, the parties have executed this Agreement the day and year first above written.

BANK SPONSOR

LAND VERITAS CORP

By:  _____ Date: 02-10-2026

Nathan Bello, on behalf of H. Tracey Brownfield, President

PROJECT PROPONENT

CITY OF POMONA, CALIFORNIA

By: _____ Date:

Anita D. Scott, City Manager

Approved as to Form:



Best Best & Krieger LLP
City Attorney

EXHIBIT "A"

DESCRIPTION OF PROJECT TO BE MITIGATED

Name of Project:

Pedley Spreading Grounds Pond Enhancements

Project Location:

1691 Longwood Ave, Claremont, CA 91711

Permitting Agency File/Tracking Number:

City of Pomona, Water Resources Department, CEQA Lead Agency (Mitigated Negative Declaration State Clearinghouse Number 2023030023)

Project Description:

The Pomona Spreading Grounds (PSG), located in the City of Claremont and owned and operated by the City of Pomona, consists of three basins that currently receive stormwater runoff from a nearby neighborhood and process water from the adjacent Pedley Filtration Plant (PFP). The proposed project will enhance stormwater capture, treatment, and infiltration at the PSG to increase local water supply through groundwater recharge and reduce non-point source pollution.

The project scope includes infrastructure upgrades to improve stormwater conveyance, treatment, and percolation, such as basin regrading, new and modified diversion and control structures, pretreatment facilities, storm drain extensions, energy dissipation features, spillways, access and roadway improvements, and new PFP interconnections. The project also incorporates community and recreational enhancements at the adjacent Chaparral Park, including new pathways, landscaping, educational signage, seating, fencing, and bicycle amenities.

EXHIBIT "B"
BILL OF SALE

CEQA Clearinghouse No. 2023030023

In consideration of \$332,000, receipt of which is hereby acknowledged, Land Veritas Corp. (Bank Sponsor), does hereby bargain, sell and transfer to City of Pomona (Project Proponent), 1.95 acres of CEQA Riparian Scrub credits (Credits) in the Petersen Ranch Mitigation Bank in Los Angeles County, California, developed, and approved by the USACE, EPA, RWQCB, and/or CDFW and associated with the Project described in Exhibit A.

Bank Sponsor represents and warrants that it has good title to the Credits, has good right to sell the same, and that they are free and clear of all claims, liens, or encumbrances.

Bank Sponsor covenants and agrees with the Project Proponent to warrant and defend the sale of the Credits hereinbefore described against all and every person and persons whomsoever lawfully claiming or to claim the same.

DATED: _____

Petersen Ranch Mitigation Bank

Land Veritas Corp., Bank Sponsor

By: _____

Nathan Bello, on behalf of H. Tracey Brownfield, President

EXHIBIT "C"
PETERSEN RANCH MITIGATION BANK
PAYMENT RECEIPT

PROJECT PROPONENT INFORMATION

Name:

City of Pomona, Water Resources Department

Address:

752 W Commercial St

Pomona, CA 91768

Telephone:

909-620-3695

Contact:

Michael Mitchell, P.E.

PROJECT INFORMATION

Project Description:

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Project Location:

1691 Longwood Ave, Claremont, CA 91711

Permitting Agency(ies) File/Tracking Number:

City of Pomona, Water Resources Department, CEQA Lead Agency (Mitigated Negative Declaration State Clearinghouse Number 2023030023)

Species/Habitat Affected:

Mulefat Riparian Scrub

Credits to be Purchased:

1.95 acres CEQA Riparian Scrub

PAYMENT INFORMATION

Payee:

Land Veritas Corp

Payer:

City of Pomona

Amount:

\$332,000

Method of payment: _____

Received by: _____

Nathan Bello, on behalf of H. Tracey Brownfield, President

Date: _____