

**AGREEMENT FOR PURCHASE OF REAL PROPERTY
AND Easement
BY AND BETWEEN THE CITY OF SAN JOSÉ AND
HAWKSTONE WHITE LLC**

This agreement, ("Agreement"), by and between the CITY OF SAN JOSÉ, a municipal corporation of the State of California, ("CITY"), and HAWKSTONE White LLC, a Limited Liability Company of the State of California ("SELLER"), is entered into on the date of execution by CITY ("Effective Date").

RECITALS

- A. WHEREAS, SELLER is under contract to purchase those certain parcels located on White Road, San José, California; from its existing owner, Corporation of The Presiding Bishop of The Church of Jesus Christ of Latter-Day Saints, A Utah Corporation Sole, which parcels can be further identified as Assessor's Parcel Numbers 649-24-016 and 649-24-017; and
- B. WHEREAS, CITY desires to purchase a portion of the parcels, which portion is further described in **Exhibit "A"**, attached hereto, ("Property") if SELLER obtains fee title from the existing owner and otherwise meets the terms and conditions set forth in this Agreement; and
- C. WHEREAS, CITY has further agreed to purchase a street easement (the "Easement") to use SELLER's adjoining property, ("Adjoining Property"), which property is further described in **Exhibit "B"** attached hereto, pursuant to the terms and conditions set forth in this Agreement.

NOW THEREFORE, CITY and SELLER do hereby enter into this AGREEMENT for CITY's purchase of SELLER's Property and a Street Easement.

1. PURCHASE AND SALE.

A. SELLER agrees to sell to CITY, and CITY agrees to purchase from SELLER the Property and the Easement for the sum of Nine Hundred Thirty Two Thousand One Hundred Eighty-Four and NO/100 DOLLARS (\$932,184.000, ("Purchase Price") of which Eight hundred forty-five Thousand sixty-four and NO/100 DOLLARS (\$845,064.00) represents the value of fee title to the Property and City's right to immediate possession thereof and Eighty-seven thousand one hundred twenty and NO/100 DOLLARS (\$87,120.00) represents the value of the Easement. SELLER intends to obtain an agreement with the City pursuant to Sections 14.04.020 and 14.04.330 of the Municipal Code, commonly referred to as a "3 Dash Agreement", pertaining to the construction of certain improvements by Seller and the reimbursement by the City of certain costs for installation of improvements along White Road and the Easement, which Improvements are related to the Property and the development of the Property for fire station purposes,

and which will be further described in detail in the 3-Dash Agreement. SELLER acknowledges that the 3 Dash Agreement is governed by the Municipal Code Chapter 4.04 and therefore must be a separate agreement entered into in accordance with the applicable provisions of the Municipal Code.

B. The purchase and sale of SELLER's interest in the Property and the immediate right to enter upon that Property, together with the Easement for the Adjoining Property shall be in accordance with and subject to all of the following terms of this Agreement.

2. CONVEYANCE OF PROPERTY INTERESTS BY SELLER.

A. PROPERTY.

Provided that SELLER obtains fee title to the Property from the existing owner, SELLER agrees to convey SELLER's Interest in the Property to CITY, by Grant Deed, identical to or substantially similar to that described in Exhibit "C" attached hereto, at the office of Fidelity National Title Company (Title Company), 2099 Gateway Plaza, Suite 100, San Jose, CA 95110, California no later than Sixty (60) days after the Effective Date of this Agreement.

B. EASEMENT

(1) Additionally, SELLER hereby grants to CITY a perpetual and exclusive Easement to use property described in Exhibit "B", (the "Adjoining Property") which Easement shall be identical, or substantially similar to, that attached hereto as Exhibit "C". Said Easement shall commence upon the close of escrow as defined in Section 7, below. The Easement shall permit the City, its employees, agents, and/or contractors to Easement]to install maintain, operate, replace , repair, relocate and use of a public street, sidewalk, curb, gutter, streetlights, storm drain inlet, ramps, utilities and all necessary appurtenances thereto, on, under, over, and through the real property situated in the City of San Jose, County of Santa Clara, State of California, described as Exhibit "B".

(2). CITY hereby agrees to pay, and GRANTOR agrees to accept, Eighty-seven thousand one hundred twenty and NO/100 DOLLARS (\$87,120.00) as compensation for the Easement.

3. TITLE TO BE CONVEYED.

SELLER agrees that, except as otherwise expressly provided herein, the Property shall be conveyed by SELLER to CITY, free and clear of any and all conditions, restrictions, reservations, liens, encumbrances, assessments, easements, leases (recorded or unrecorded), deeds of trust, mortgages, and any clouds or defects in title.

SELLER agrees that, except as otherwise expressly provided herein, the Easement shall

be conveyed by SELLER to CITY, free and clear of any and all conditions, restrictions, reservations, liens, encumbrances, assessments, easements, unless specifically accepted as part of the Property and Easement as agreed to by City of San Jose, leases (recorded or unrecorded), deeds of trust, mortgages, and any clouds or defects in title which would prevent the Easement for being used for the purposes described herein.

4. TITLE INSURANCE.

SELLER agrees to cause to be issued to CITY, at no cost to the SELLER, concurrently with the conveyance of the Property and Easement to CITY, a C.L.T.A. owner's form policy of title insurance issued by the Title Company, with CITY named as the insured, in the amount of Nine Hundred Thirty Two Thousand One Hundred Eighty-Four and NO/100 DOLLARS (\$932,184.000 insuring that CITY's title to the Property and Easement is free and clear of any and all conditions, restrictions, liens, encumbrances, assessments, easements, leases (recorded or unrecorded), taxes and any clouds or defects in title whatsoever, except such specific exceptions as CITY expressly authorizes in **Section 13** herein. Acceptance by CITY of any such policy of insurance, whether such insurance complies with the requirements of this **Section 4** or not, shall not constitute a waiver by CITY of its right to such insurance as is herein required of SELLER, nor a waiver by the CITY of any rights of action for damages or any other rights which may accrue to CITY by reason of the failure of SELLER to convey title or to provide title insurance as required in this Agreement.

5. COSTS AND FEES.

CITY shall bear the cost of any transfer taxes, recording fees, title insurance, reconveyance fees, mortgage prepayment penalty, escrow fees and any other closing costs incidental to the conveying of the Property to the CITY.

6. PROPERTY TAXES.

SELLER shall pay taxes and any penalties and costs on the Property for the current fiscal year and any and all previous fiscal years through escrow at close of escrow. SELLER shall pay taxes for the current fiscal year in accordance with the provisions of California Revenue and Taxation Code ("Code") Section 5086. The CITY shall have no responsibility to reimburse SELLER for any taxes paid by SELLER that are allocable to that part of the fiscal year that begins on the date of apportionment determined pursuant to Code Section 5082. SELLER shall be solely responsible for seeking any refund for which SELLER may be eligible under Code Section 5096.7. SELLER shall continue to be responsible for payment of all taxes, penalties and costs on the Adjoining Property during the Easement Term.

7. PAYMENT OF PURCHASE PRICE.

A. PAYMENT FOR PROPERTY

CITY agrees to deposit the Purchase Price, in escrow with the Title Company and to cause Title Company to pay the same to SELLER upon the Close of Escrow, which shall occur after:

- (a) Conveyance of SELLER's Interest in the Property by SELLER to CITY as hereinabove provided.
- (b) Conveyance of the Easement as herein provided.
- (c) SELLER's execution and City's acceptance of a Grant Deed and Easement substantially in the forms specified in Exhibits "C" and "D" conveying the Property and Easement respectively to City to the City ("Grant Deed").
- (d) Recordation of the Grant Deed and Easement.

8. POSSESSION.

SELLER agrees to deliver to CITY, on the date the Grant Deed conveying the Property and the Easement to CITY are recorded, quiet and peaceful possession of the Property and Easement.

9. WAIVERS.

The waiver by CITY of any breach of any term, condition or covenant of this Agreement by SELLER shall not be deemed or held to be a waiver of any subsequent or other breach of any term, condition or covenant of this Agreement.

10. HEIRS AND ASSIGNS.

This Agreement, and all the terms, covenants and conditions hereof, shall apply to and bind the heirs, executors, administrators, successors and assigns of the respective parties hereto.

11. LEASES.

SELLER warrants that, except as hereinafter provided, (1) there are no oral or written leases on all or any portion of the Property and (2) there are no oral or written leases on all or any portion of the Adjoining Property that will impede CITY's use of the Easement for those purposes set forth in Section 2(B) herein.

12. TAXPAYER IDENTIFICATION. (IRC 1445).

SELLER agrees to furnish to CITY an affidavit stating under penalty of perjury SELLER's United States Taxpayer identification number, and that SELLER is not a foreign person as that term is defined for the purposes of Internal Revenue Code Section 1445.

13. EXCEPTIONS.

CITY agrees to accept title to and title insurance on the Property subject to the following exception(s), if said exception(s) affect(s) the Property: Exception(s) No(s). 1, 2, 3, & 4, as set forth in Title Company's Preliminary Report No. 09-1015011-PM dated as of April 7, 2009, a copy of which is attached hereto as **Exhibit "E"**.

14. ENVIRONMENTAL COMPLIANCE.

As of the close of escrow, neither the Property, nor the Adjoining Property will not be in violation of any federal, state or local law, ordinance or regulation relating to the environmental conditions on, under, or about the Property and Easement Area, including, but not limited to, soil and groundwater conditions. SELLER warrants and represents that during the time of Seller's knowledge (after due and diligent inquiry) neither SELLER nor any third party has used, generated, manufactured, produced, stored or disposed of on, under or about the Property or Easement any hazardous materials, as defined in **Exhibit "F"**, ("Hazardous Materials"). SELLER further warrants and represents that no proceeding or inquiry by any governmental authority (including, without limitation, the California State Department of Health Services) with respect to the presence of Hazardous Materials on the Property or Easement Area or the migration of Hazardous Materials from or to other property, is in progress, or about to commence or has previously occurred, notwithstanding any investigation conducted by CITY in conjunction with the CITY's purchase of the Property or Easement Area.

15. INDEMNIFICATION BY SELLER

SELLER hereby agrees to indemnify, defend and hold harmless CITY and its officers, employees, contractors and agents from and against any and all claims, demands, liabilities, liens, costs, expenses, penalties, damages and losses, as a direct or indirect result of:

- (a) Any misrepresentation or breach of warranty or breach of covenant made by SELLER in this Agreement or any document, certificate or exhibit given or delivered to CITY or escrow holder pursuant to or in connection with this Agreement; and
- (b) Any and all obligations, liabilities, claims, liens, or encumbrances, whether direct, contingent or consequential and no matter how arising, and in any way related to the Property or Adjoining Property and arising or accruing before the close of escrow, or in any way related to or arising from any act, conduct, omission, contract or commitment of SELLER (or any of SELLER's agents or employees) at any time or times before the close of escrow, including, without limitation: (i) all foreseeable and all unforeseeable consequential damages directly or indirectly arising out of the use, generation, storage, or disposal of Hazardous Materials by SELLER or any prior owner or operator of the Property or the Adjoining Property; and (ii) 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 or the Adjoining Property, to the full extent that such action is attributable, directly or indirectly, to the presence or use, generation, storage, release, threatened release or disposal of Hazardous Materials on the Property or the Adjoining Property by any person prior to the transfer by SELLER to CITY of the title to the Property.

16. NOTICES.

Any notice which is required to be given hereunder, or which either party may desire to give to the other, shall be in writing and may be personally delivered or given by mailing the same by registered or certified mail, postage prepaid, addressed as follows:

HAWKSTONE White LLC
3750 B Charter Park Drive
San Jose, CA 95135

Attn: Reyad M Katwan

or to such other place as SELLER may designate by written notice.

To the CITY: City of San José
Department of Public Works, Real Estate Division
200 East Santa Clara Street – 5th Floor
San Jose, CA 95113
Attn: Supervising Real Property Agent

With a Copy to: City of San Jose
Office of the City Attorney
200 East Santa Clara Street – 16th Floor
San José, CA 95113
Attn. Real Estate Attorney

or to such other place as CITY may designate by written notice.

17. MISCELLANEOUS.

- A. Whenever the singular number is used in this Agreement and when required by the context, the same shall include the plural and the masculine gender shall include the feminine and neuter genders.
- B. If there be more than one entity designated in or signatory to this Agreement, the obligations hereunder imposed upon SELLER shall be joint and several; and the term SELLER as used herein shall refer to each and every of said signatory parties, severally as well as jointly.

- C. This instrument contains all of the agreements and conditions entered into and made by and between the parties and may not be modified orally, or in any manner, other than by an agreement in writing signed by all the parties hereto or their respective successors-in-interest.
 - D. Time is and shall be of the essence of each term and provision of this Agreement.
 - E. Each and every term, condition, covenant and provision of this Agreement is and shall be deemed to be a material part of the consideration for CITY'S entry into this Agreement, and any breach hereof by SELLER shall be deemed to be a material breach. Each term and provision of this Agreement performable by SELLER shall be construed to be both a covenant and a condition.
 - F. This Agreement shall be deemed to have been made in, and be construed in accordance with the laws of, the State of California.
 - G. The headings of the several paragraphs and sections of this Agreement are inserted only as a matter of convenience and for reference and in no way define, limit or describe the scope or intent of any provisions of this Agreement and shall not be construed to affect in any manner the terms and provisions hereof or the interpretation or construction thereof.
 - H. In the event any covenant, condition or provision herein contained is held to be invalid by a court of competent jurisdiction, the invalidity of any such covenant, condition or provision shall in no way affect any other covenant, condition or provision herein contained, provided the invalidity of any such covenant, condition or provision does not materially prejudice either CITY or SELLER in its respective rights and obligations contained in the valid covenants, conditions and provisions of this Agreement.
 - I. All exhibits and addenda referred to herein, and any exhibits or schedules which may from time to time be referred to in any duly executed amendment hereto, are by such reference incorporated herein and shall be deemed a part of this Agreement as if set forth fully herein.
 - J. This Agreement shall be interpreted and construed only by the contents hereof, and there shall be no presumption or standard of construction in favor of or against either party.
 - K. Days, unless otherwise specified, shall mean calendar days.
- /
- /
- /
- /
- /

WITNESS THE EXECUTION HEREOF the day and year first hereinbelow written.

APPROVED AS TO FORM:
RICHARD DOYLE, City Attorney

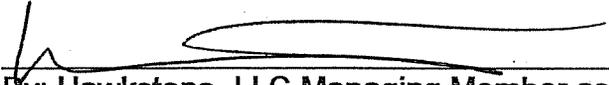
"CITY"
CITY OF SAN JOSE, a municipal corporation
of the State of California

By: Evet Loewen
Chief Deputy City Attorney

By: LEE PRICE, MMC
City Clerk

Date: _____

"SELLER"
HAWKSTONE WHITE, LLC



By: Hawkstone, LLC Managing Member as
Managing Member of Hawkstone White, LLC

Name: Reyad M. Katwan

Title: Managing Member

Date: May 11, 2009

EXHIBIT "A"

MAP AND/OR LEGAL DESCRIPTION OF OWNERS' WHOLE PARCEL

EXHIBIT "A"

DESCRIPTION OF REAL PROPERTY

All that certain real property situated in the City of San Jose, County of Santa Clara, State of California, being a portion of Parcel 2 as shown on the Parcel Map recorded on August 11, 1997 in Book 692 of Maps, at Page 36, Santa Clara County Records, and more particularly described as follows:

Beginning at the westerly corner of said Parcel 2, said point also being on the northeasterly line of White Road, as shown on said Parcel Map; thence leaving said northeasterly line of White Road, along the northwesterly line of said Parcel 2, N 57°25'45" E 184.00 feet; thence leaving said northwesterly line, S 32°34'15" E 224.31 feet to a non-tangent curve to the right, concave northwesterly having a radius of 425.00 feet, a radial line to said curve bears S 50°16'45" E; thence southwesterly along said curve, through a central angle of 17°42'30", for an arc length of 131.35 feet; thence S 57°25'45" W 18.71 feet to a curve to the right having a radius of 23.00 feet; thence along said curve to the right, through a central angle of 86°38'49", for an arc length of 34.78 feet to a point on said northeasterly line of White Road; thence along said northeasterly line N 35°55'26" W 223.18 feet to the POINT OF BEGINNING.

The described property contains approximately 42,268.82 square feet (0.97 acres).

This description was prepared from record information only.

The Basis of Bearings for this description is the bearing of N 35°55'26" W for the centerline of White Road as shown on said Parcel Map.

EXHIBIT "B"

LEGAL DESCRIPTION OF THE EASEMENT (ADJOINING PROPERTY)

T 17106/552205 2

EXHIBIT "A"

DESCRIPTION OF REAL PROPERTY

All that certain real property situated in the City of San Jose, County of Santa Clara, State of California, being a portion of Parcel 2 as shown on the Parcel Map recorded on August 11, 1997 in Book 692 of Maps, at Page 36, Santa Clara County Records, and more particularly described as follows:

Commencing at the westerly corner of said Parcel 2, said point also being on the northeasterly line of White Road, as shown on said Parcel Map; thence along said northeasterly line S 35°55'26" E 223.18 feet to the POINT OF BEGINNING, said point being the beginning of a tangent curve to the left having a radius of 23.00 feet; thence southeasterly along said curve to the left, through a central angle of 86°38'49", for an arc length of 34.78 feet; thence N 57°25'45" E 18.71 feet to a curve to the left having a radius of 425.00 feet; thence along said curve to the left, through a central angle of 17°42'30", for an arc length of 131.35 feet; thence S 32°34'15" E 41.29 feet to a non-tangent curve to the right, concave northwesterly having a radius of 464.50 feet, a radial line to said curve bears S 48°43'48" E; thence southwesterly along said curve, through a central angle of 16°09'33", for an arc length of 131.00 feet; thence S 57°25'45" W 17.76 feet to a curve to the left having a radius of 29.50 feet; thence along said curve to the left, through a central angle of 42°21'16", for an arc length of 21.81 feet to a point on said northeasterly line of White Road; thence along said northeasterly line N 35°55'26" W 68.97 feet to the POINT OF BEGINNING.

The described property contains approximately 6,880.59 square feet (0.16 acres).

This description was prepared from record information only.

The Basis of Bearings for this description is the bearing of N 35°55'26" W for the centerline of White Road as shown on said Parcel Map.

Attached hereto and by reference a part hereof is a plat labeled "PLAT TO ACCOMPANY DESCRIPTION OF REAL PROPERTY" depicting the subject property.

The above description of real property was prepared by me or under my direction in conformance with the requirements of Section 8726 (g, k, l, m) of the Business and Professions Code of the State of California.



Patricia A. Cannon 3/10/09
Patricia A. Cannon, PLS 8186

NOT TO SCALE

FLINTCREST DRIVE

FLINTCREST DRIVE

TRACT 6572
442 M 52-35

142

143

144

N 32°34'15" W
292.45'

50.00' SCYWD EASEMENT
PER E246 O.R. 29

LANDS OF
DUINO
FAMILY
PARTNERS

CUNNINGHAM COURT

TRACT 9821
761 M 16

N 57°25'45" E 497.22'

PARCEL 692
692 M 36

N 57°25'45" E 470.10'

LINE TABLE

2	N 57°25'45" E	18.71'
4	S 32°34'15" E	41.29'
6	S 57°25'45" W	17.76'
8	N 35°55'26" W	68.97'

CURVE TABLE

	DELTA	RADIUS	LENGTH
1	86°38'49"	23.00'	34.78'
3	17°42'30"	425.00'	131.35'
5	16°09'33"	464.50'	131.00'
7	42°21'16"	28.50'	21.81'

10.00' PSE & TREE PLANTING EASEMENT
PER 434 O.R. 35

POINT OF BEGINNING

SEE DETAIL "A"

223.18'
N 35°55'26" W 292.95'

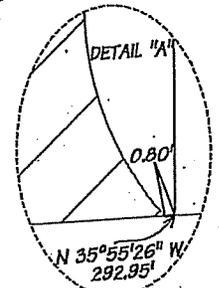
WHITE ROAD

N 35°55'26" W BASIS OF BEARINGS PER 692 M 36

POINT OF COMMENCEMENT

40'

5 48°43'48" E (R)



DESCRIBED PROPERTY CONTAINS
APPROXIMATELY 6,880.59 SQ. FT. (0.16 ACRES)

PLAT TO ACCOMPANY
DESCRIPTION OF REAL PROPERTY

PREPARED BY
CITY OF SAN JOSE
SURVEY SECTION
MARCH 10, 2009

TITLE COMPANY:

DOCUMENT #:

FILE #:

When Recorded mail to:

City of San José, PW/RE

200 E Santa Clara St – 5th Floor

San José, CA 95113

SPACE ABOVE THIS LINE FOR RECORDER

APN: Portion of _____

Conveyance Tax: Exempt

**RECORD WITHOUT FEE UNDER SECTION 6103
GOVERNMENT CODE OF STATE OF CALIFORNIA**

GRANT DEED

_____, "GRANTOR", does hereby GRANT to the CITY OF SAN JOSÉ, a municipal corporation of the State of California, "GRANTEE", all certain real property situate in the City of San José, County of Santa Clara, State of California, described in Exhibit "A" attached hereto and made a part hereof.

Dated: _____

TITLE COMPANY:

DOCUMENT #:

FILE #

When Recorded mail to:

City of San José, PW/RE

200 E Santa Clara St – 5th Floor

San José, CA 95113

SPACE ABOVE THIS LINE FOR RECORDER

APN:

Conveyance Tax: Exempt

RECORD WITHOUT FEE UNDER SECTION 6103
GOVERNMENT CODE OF STATE OF CALIFORNIA

**GRANT OF EASEMENT
(Public Street)**

_____ (“GRANTOR”), does hereby GRANT to the CITY OF SAN JOSE, a municipal corporation of the State of California (“GRANTEE”), an perpetual and exclusive easement for installation and maintenance of a public street, utilities, curbs, gutters, sidewalks, driveways, and all necessary appurtenances thereto, on, under, over, and through the real property situated in the City of San Jose, County of Santa Clara, State of California, described in Exhibit “A” and depicted on Exhibit “B,” which are both attached hereto and incorporated herein by reference.

GRANTOR

Dated: _____

By: _____

Name: _____

Its: _____

Exhibit "A" to Easement

Exhibit B to Easement

EXHIBIT "E"
PRELIMINARY TITLE REPORT



Fidelity National Title Company

INSURANCE OFFICE: 2274 Broadway Plaza, Suite 100 • San Jose, CA 95131
408-439-2700 • FAX: 408-573-7175

FOR SETTLEMENT INQUIRIES, CONTACT: Fidelity National Title Company • San Jose Head Office
1567 Blossum Hill Road • San Jose, CA 95128
408-442-1600 • FAX: 408-445-0212

PRELIMINARY REPORT

Title Officer: Peter Mills Title No.: 09-1015011 PM
Escrow Officer: Alana Miller Lapse No.: CAFT0943-0943-0001-0001015011
Escrow No.: 09-1015011 AM

TD: Hawk Stone Waives LLC
3750 B Charter Park Drive
San Jose, CA 95135

ATTN: Royad H Katwar

SHOWN TERM RATE: Yes

PROPERTY ADDRESS: Vacant Land (White Road), San Jose, California

EFFECTIVE DATE: April 7, 2009, 07:30 A.M.

The form of policy or policies of title insurance contemplated by this report is:

CLTA Standard Coverage Policy - 1990

1. THE ESTATE OR INTEREST IN THE LAND HEREINAFTER DESCRIBED OR REFERRED TO COMPRHED BY THIS REPORT IS:
A FEE as to Parcel(s) ONE;
AN EASEMENT more fully described below as to Parcel(s) TWO
2. TITLE TO SAID ESTATE OR INTEREST AT THE DATE HEREOF IS VESTED IN:
Corporation of The Presiding Bishop of The Church of Jesus Christ of Latter Day Saints, a Utah corporation
3. THE LAND REFERRED TO IN THIS REPORT IS DESCRIBED AS FOLLOWS:
SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF

PM/PM 04/15/09

EXHIBIT "F"

DEFINITION OF HAZARDOUS MATERIALS

"Hazardous Materials" shall mean any and all (a) substances, products, by-products, waste, or other materials of any nature or kind whatsoever which is or becomes listed, regulated or addressed under any Environmental Laws, and (b) any materials, substances, products, by-products, waste, or other materials of any nature or kind whatsoever whose presence in and of itself or in combination with other materials, substances, products, by-products, or waste may give rise to liability under any Environmental Law or any statutory or common law theory based on negligence, trespass, intentional tort, nuisance, strict or absolute liability or under any reported decisions of any state or federal court; and (c) any substance, product, by-product, waste or any other material which may be hazardous or harmful to the air, water, soil, environment or affect industrial hygiene, occupational, health, safety and/or general welfare conditions, including without limitation, petroleum and/or asbestos materials, products, by-products, or waste.

"Environmental Laws" shall mean and include all federal, state, and local laws, statutes, ordinances, regulations, resolutions, decrees, and/or rules now or hereinafter in effect, as may be amended from time to time, and all implementing regulations, directives, orders, guidelines, and federal or state court decisions, interpreting, relating to, regulating or imposing liability (including, but not limited to, response, removal, remediation and damage costs) or standards of conduct or performance relating to industrial hygiene, occupational, health, and/or safety conditions, environmental conditions, or exposure to, contamination by, or clean-up of, any and all Hazardous Materials, including without limitation, all federal or state superlien or environmental clean-up statutes.