

AGREEMENT FOR PURCHASE AND SALE OF PROPERTY

SELLER:

CITY OF SANTA CLARA

and

BUYER:

FEATHER RIVER LAND TRUST

PROPERTY: Loyalton Ranch

ADDRESS: 407 Dutchman Road, Chilcoat, CA

EXECUTION DATE: July 18, 2024

AGREEMENT FOR PURCHASE AND SALE OF PROPERTY

This Agreement for Purchase and Sale of Property (this "**Agreement**") is executed by and between Seller, as identified in the Key Terms (as set forth below), and Buyer, as identified in the Key Terms as of the Execution Date (as defined in the Defined Terms Below). Buyer and Seller hereby agree that Seller shall sell to Buyer and Buyer shall purchase from Seller, upon the following terms and conditions and for the Purchase Price set forth in the Key Terms, the Property, as defined in the Defined Terms.

ARTICLE I.

KEY TERMS

The following "**Key Terms**" shall apply to this Agreement:

- 1.1 **"Seller":** City of Santa Clara, a chartered California municipal corporation
- "Seller's Contact Person":** MANUEL PINEDA, P.E., Chief Electric Utility Officer

"Seller's Notice Address":

City Manager's Office
City of Santa Clara
1500 Warburton Avenue
Santa Clara, CA 95050
Attn: City Manager
manager@santaclaraca.gov

With copies to:

City Attorney's Office
City of Santa Clara
1500 Warburton Avenue
Santa Clara, CA 95050
Attn: Glen R. Googins
CityAttorney@santaclaraca.gov

- 1.2 **"Buyer"**: Feather River Land Trust
- "Specify Buyer Entity Type"**: California Nonprofit Public Benefit Corporation
- "Buyer's Contact Person"**: Shelton Douthitt

"Buyer's Notice Address":

75 Court Street, Quincy, CA 95971
sdouthit@frlt.org

With copy by email only to:

Conservation Partners LLP
5111 Telegraph Ave. #311
Oakland, CA 94609
echauvet@conservationpartners.com

- 1.3 **"Purchase Price": SIX MILLION DOLLARS (\$6,000,000.00)**
- 1.4 **"Deposit":** A deposit in an amount equal to **One Hundred Thousand Dollars (\$100,000.00)** shall be required to be delivered to Escrow Agent by wire transfer no later than five (5) Business Days after the Execution Date. The Deposit will be non-refundable, except upon a default by Seller or as set forth in Section 3.2, Section 3.3, Article IV, and Article VI of this Agreement.
- 1.5 **"Closing Date": Ten (10) Months after the Execution Date**, or such earlier date as Buyer may elect in its sole discretion by delivering written notice to Seller, provided that the Closing Date shall not be earlier than five (5) Business Days after expiration of the Diligence Period, or such later date as provided under Articles VI and VII below.
- 1.6 **"County":** Collectively, Sierra County and Lassen County located in the State.
- 1.7 **"State":** California.

ARTICLE II.

DEFINED TERMS

- 2.1 **Definitions.** The following **"Defined Terms"** shall have the following meanings when used in this Agreement:
- (a) **"Agreement":** This Agreement for Purchase and Sale of Property executed by both Seller and Buyer.
 - (b) **"Bid Package":** All documentation and information provided to or otherwise made available to Buyer at least two (2) Business Days prior to execution of this Agreement, by Seller, by Seller's agent or on the Seller's website related to the Property.

- (c) **"Business Day"**: Any day, other than a Saturday, Sunday or legal holiday, on which business is conducted by national banking institutions in San Francisco, California.
- (d) **"Claims"**: Any and all claims, demands, causes of action, whether administrative or judicial, losses, costs (including any and all reasonable attorneys' fees, court costs, and reasonable costs of investigation, litigation, and settlement), expenses, sanctions, orders, curtailments, interest, liabilities, penalties, fines, expenses, liens, judgments, compensation, fees, loss of profits, injuries, death, response costs and/or damages, of any kind whatsoever, whether direct or indirect, known or unknown, fixed or contingent, joint or several, criminal or civil, or in law or in equity.
- (e) **"Closing"**: The closing of the transaction contemplated by this Agreement.
- (f) **"Deed"**: The grant deed conveying fee title to the Real Property to Buyer, duly executed by Seller and acknowledged and in proper form for recordation in the County.
- (g) **"Diligence Period"**: The period commencing the Execution Date and ending ninety (90) days after the Execution Date or as extended under Section 3.2 below or as extended by Buyer and Seller through mutual agreement in writing.
- (h) **"Escrow Agent"**: First American Title Company, 333 W Santa Clara Street, Suite 220, San Jose, CA 95113 – Escrow number 1210030.
- (i) **"Event"**: Any fire or other casualty affecting the Property or any actual or threatened (to the extent that Seller has current actual knowledge thereof) taking or condemnation of all or any portion of the Property.
- (j) **"Execution Date"**: The date set forth on the cover page of this Agreement, which date shall be the later of the date Buyer and Seller have each executed this Agreement.
- (k) **"Hazardous Materials"**: Any toxic, radioactive, caustic or otherwise hazardous substance, including petroleum, its derivatives, by-products and other hydrocarbons, or any substance having any constituent elements displaying any of the foregoing characteristics. The term **"Hazardous Materials"** includes, without limitation, any substance regulated under any and all federal, state and local statutes, laws (including case law), regulations, ordinances, rules, judgments, orders, decrees, codes, plans, injunctions, permits, concessions, grants, franchises, licenses, agreements and other governmental restrictions, whether now or hereafter in effect, relating to human health, the environment or to emissions, discharges or releases of pollutants, contaminants, toxic substances, hazardous

substances or wastes into the environment including, without limitation, ambient air, surface water, ground water, or land, or otherwise relating to the manufacture, processing, distribution, use, treatment, storage, disposal, transport or handling of pollutants, contaminants, hazardous materials or wastes or the clean-up or other remediation thereof.

- (l) **"Hazardous Materials Laws"**: all federal, state and local laws, ordinances, rules and regulations now or hereafter in force, as amended from time to time, and all federal and state court decisions, consent decrees and orders interpreting or enforcing any of the foregoing, in any way relating to or regulating human health or safety, or industrial hygiene or environmental conditions, or protection of the environment, or pollution or contamination of the air, soil, surface water or groundwater, and includes, without limitation, the Comprehensive Environmental Response, Compensation and Liability Act of 1980 (42 United States Code section 9601, et seq.), the Resource Conservation and Recovery Act, (42 United States Code section 6901, et seq.), and the Clean Water Act, (33 United States Code section 1251, et seq.), the Safe Drinking Water Act (42 U.S.C. Section 300f et seq.), the Hazardous Materials Transportation Act (49 U.S.C. Section 1801 et seq.), the Toxic Substances Control Act (15 U.S.C. Section 2601 et seq.), the California Hazardous Waste Control Act, (California Health & Safety Code §§25100 et seq.), California Hazardous Substance Account Act California Health & Safety Code §§25300 et seq.), the California Safe Drinking Water and Toxic Enforcement Act (California Health & Safety Code §§25249 et seq.); the California Hazardous Waste Management Act (California Health & Safety Code ; the Porter-Cologne Water Quality Control Act (California Health and Safety Code §§ 13000 et seq.), and the Safe Drinking Water and Toxic Enforcement Act (California Health and Safety Code §§ 25249.5 et seq., and Title 22 of the California Code of Regulations, all as amended to the date hereof.
- (m) **"Hazardous Materials Reports"**: Any and all studies, reports, analyses, information, or other written records regarding the presence or absence of Hazardous Materials at, on, in, under or relating to the Land.
- (n) **"Intangible Property"**: The Permits and any other personal property of worth that is not physical in nature that is owned by Seller and that relates to or involves the Real Property, including, without limitation intellectual property or goodwill.
- (o) **"Land"**: Fee title to the parcel of real property, as more particularly described on the attached **Exhibit A**. If the legal description is not complete or is inaccurate, this Agreement shall not be invalid provided the identity of the Property can otherwise be determined from this Agreement, in which event the legal description shall be completed or

corrected after the Execution Date to meet legal requirements as mutually agreed by the parties, such agreement not to be unreasonably withheld.

- (p) **"Permits"**: Any and all licenses, permits, authorizations, certificates of occupancy and other approvals that are in effect for the current use and operation of the Property.
- (q) **"Personal Property"**: All tangible personal property and fixtures owned by Seller and located on or attached to the Real Property. The term **"Personal Property"** does not include insurance policies, utility deposits or bank accounts.
- (r) **"Pre-Existing Insurance Claims"**: Any insurance claims made or to be made by Seller for any Event occurring prior to the Execution Date relating to the Property.
- (s) **"Proceeds"**: Any insurance proceeds or condemnation awards payable to Seller on account of any Event.
- (t) **"Proceeds from Pre-Existing Insurance Claims"**: Any proceeds resulting from any Pre-Existing Insurance Claims, regardless of whether such proceeds are received prior to or after Closing.
- (u) **"Property"**: Collectively, the Real Property, the Personal Property and the Intangible Property.
- (v) **"Property Information"**: All documents and other information set forth in **Exhibit E**, incorporated by this reference.
- (w) **"Prorations Date"**: The day prior to the Closing Date.
- (x) **"Real Property"**: The Land, together with Seller's interest in the buildings and other improvements and fixtures located thereon or attached thereto, together with Seller's interest in all rights of ways, streets, alleys, air rights, developments, water rights, riparian rights and to water stock, ingress and egress, easements, rights, privileges, hereditaments and appurtenances thereto or in any way appertaining thereto.
- (y) **"Title Commitment"**: The commitment for issuance of an owner's title insurance policy issued by the Title Company in favor of Buyer in the full amount of the Purchase Price.
- (z) **"Title Company"**: First American Title Company at the office selected by the Escrow Agent.
- (aa) **"Title Policy"**: A CLTA (2022 Form) or an ALTA extended (2016 or 2021 form) Owner's Title Insurance Policy, insuring Buyer in the amount of the Purchase Price, subject only to the Acceptable Encumbrances.

(bb) **"Title Report"**: A preliminary title report for the Property prepared by the Title Company.

- 2.2 **Other Defined Terms.** Other capitalized terms contained in this Agreement shall have the meanings assigned to them herein.

ARTICLE III.

CONDITION

- 3.1 **Information Regarding Property.** Prior to the execution of this Agreement, Seller provided the Bid Package to Buyer. Within ten (10) Business Days after the Execution Date, Seller will provide the Property Information to Buyer. All information pertaining to the Property that has been or may be provided by Seller to Buyer, including without limitation, the Bid Package and the Property Information is provided simply as an accommodation to Buyer, and except as otherwise provided in this Agreement or in any documents delivered by Seller pursuant to Section 7.3, Seller makes no representations as to their accuracy or completeness. Buyer understands that some of the foregoing documents and information were provided by others to Seller and were not prepared by or verified by Seller. In no event shall Seller be obligated to deliver or make available to Buyer any of Seller's internal memoranda, attorney-client privileged materials or appraisals of the Property, if any.

- 3.2 **Diligence Period.** Buyer's obligation to purchase the Property is conditioned upon Buyer's review and approval, prior to the expiration of the Diligence Period and in Buyer's sole discretion, of all matters pertaining to the physical, structural, electrical, mechanical, soil, drainage, environmental, economic, tenancy, zoning, land use and other governmental compliance matters and conditions respecting the Property, including without limitation the items include in the Bid Package and Property Information. If the Title Company fails to deliver a complete Title Report with all Underlying Documents (defined below) within ten (10) days after the Execution Date as required under Section 6.1, or Seller fails to provide the Property Information within ten (10) Business Days as provided in Section 3.1, then the Diligence Period will be extended for each day of applicable delay. In addition, if the Buyer's phase I environmental site assessment recommends a phase II environmental site assessment, then, as to Buyer's environmental review of the Property only, the Diligence Period will be extended until the date that is five (5) Business Days after (i) the phase II environmental site assessment is complete or (ii) Seller refuses invasive testing, as set forth in Section 3.3.

If, prior to the expiration of the Diligence Period (as it may be extended in whole or in part), based upon Buyer's review, examination and/or inspection of the Property, Buyer determines in its sole and absolute discretion that it no longer intends to acquire the Property, then Buyer shall promptly notify Seller of such determination in writing, whereupon this Agreement, and the obligations of the parties to purchase and sell the Property hereunder, shall terminate. If, however, on

or before the expiration of the Diligence Period, Buyer determines that the foregoing matters are acceptable to Buyer and that it intends to proceed with the acquisition of the Property, then Buyer shall promptly notify Seller of such determination in writing ("**Approval Notice**"). If Buyer fails to deliver the Approval Notice to Seller on or before the expiration of the Diligence Period, Buyer shall be deemed to have disapproved of all of the foregoing matters, this Agreement and the obligations of the parties hereunder shall terminate, and Escrow Agent shall promptly release the Deposit and interest accrued thereon to Buyer.

- 3.3 Access. Until the Closing Date, provided this Agreement is not earlier terminated as permitted herein, Buyer and Buyer's agents and contractors shall be entitled to enter upon the Property at all reasonable times, but only for the purpose of conducting tests and making site inspections and investigations pursuant to a separate License Agreement ("**License Agreement**") Granting Right of Entry To and Allowing Access On Certain Real Property between Seller and Buyer. In any entry, Buyer agrees (a) that no invasive testing may be conducted without Seller's prior consent, which may be withheld by Seller in its sole discretion, (b) not to cause any damage or make any physical changes to the Property, and (c) not to interfere with the rights of tenants or others who may have a legal right to use or occupy the Property; provided, however, if Buyer determines that invasive testing is necessary and Seller does not consent to such testing, then, even if the Diligence Period has ended without Buyer's termination of this Agreement, the Buyer will have the right to terminate this Agreement, in which case the Deposit will be returned to Buyer, and thereupon neither party will have any further obligations under this Agreement except those expressly stated to survive. Under no circumstances shall the right of entry granted herein be interpreted as delivery of possession of the Property prior to Closing. Buyer and Buyer's agents and contractors shall maintain (or cause to be maintained) at all times during their entry upon the Property, commercial general liability insurance with limits of not less than Two Million Dollars (\$2,000,000) combined single limit, bodily injury, death and property damage insurance per occurrence with proper endorsements naming Seller as an additional insured. At Seller's request, Buyer, Buyer's agents and contractors shall each deliver a certificate issued by the insurance carrier of each such policy to Seller evidencing the endorsements naming Seller as an additional insured prior to entry upon the Property. If this Section 3.3 conflicts with the terms of the License Agreement, the terms of this Section 3.3 will control.
- 3.4 Indemnification. Buyer hereby agrees to indemnify, protect, hold harmless and defend (by counsel reasonably satisfactory to Seller) Seller, its governing body, its officers, and its employees from and against any and all Claims to the extent resulting from, arising from, or occasioned in whole or in part by any act or omission by Buyer, its agents, contractors, employees, representatives or invitees resulting from Buyer's inspection, examination and inquiry of or on the Property (but not including any claims resulting from the discovery or disclosure of pre-existing physical or environmental conditions or the non-negligent aggravation of pre-existing physical or environmental conditions on, in, under or about the Property), except to the extent resulting from, arising from, or occasioned in whole

or in part by any negligence or willful misconduct of Seller, its board members, officers and/or employees. If this Section 3.4 conflicts with the terms of the License Agreement, the terms of this Section 3.4 will control. The provisions of this Section shall survive Closing or termination of this Agreement.

- 3.5 Buyer's Obligations with Respect to Inspections. If following Seller's prior written approval, Buyer or its agents, employees or contractors take any sample from the Property in connection with any testing, Buyer shall, upon the request of Seller, provide to Seller a portion of such sample being tested to allow Seller, if it so chooses, to perform its own testing. Promptly after Buyer's physical examinations of the Property, but in no event later than ten (10) Business Days after the damage occurs, Buyer shall repair the damage, if any, caused by such physical examinations. Buyer shall promptly pay for all inspections and shall not suffer or permit the filing of any liens arising from such inspections against the Property. If any such liens are filed, Buyer shall promptly cause them to be released or otherwise eliminated from being a lien upon the Property. In the event the transaction contemplated by this Agreement is not closed for any reason whatsoever, Buyer shall remain obligated with respect to the indemnities contained in Section 3.4 and the repair obligations set forth in this Section 3.5. If this Section 3.5 conflicts with the terms of the License Agreement, the terms of this Section 3.5 will control. The provisions of this Section shall survive termination of this Agreement.
- 3.6 Condition of the Property. Buyer hereby acknowledges that prior to the expiration of the Diligence Period Seller is obligated to have provided Buyer sufficient opportunity make such independent factual, physical and legal examinations and inquiries as Buyer deems necessary and desirable with respect to the Property and the transaction contemplated by this Agreement. Any inspections conducted by Buyer after the expiration of the Diligence Period do not and shall not in any way relieve Buyer of any of its obligations under this Agreement, and the following provisions shall survive Closing:
- (a) Based upon Buyer's familiarity with, and due diligence relating to the Property and pertinent knowledge as to the market in which the Property is situated and in direct consideration of Seller's decision to sell the Property to Buyer for the Purchase Price, Buyer does hereby acknowledge, represent, warrant and agree to and with Seller that, except as otherwise expressly provided in this Agreement and the Deed and the other documents to be delivered pursuant to Section 7.3: (i) Buyer is expressly purchasing the Property in its existing condition "**AS IS, WHERE IS, AND WITH ALL FAULTS**" whether known or unknown with respect to all facts, circumstances, conditions and defects, both patent and latent; (ii) Seller has no obligation to inspect for, repair or correct any such facts, circumstances, conditions or defects or to compensate Buyer for same, except as expressly provided in this Agreement; (iii) by electing to proceed to Closing, Buyer undertook all such inspections and investigations of the Property as Buyer deems necessary or appropriate

with respect to the Property and the suitability of the Property for Buyer's intended use, and based upon same, Buyer is relying strictly and solely upon such inspections and examinations and the advice and counsel of its own consultants, agents, legal counsel and officers and Buyer is and will be fully satisfied that the Purchase Price is fair and adequate consideration for the Property; (iv) Seller is not making and has not made any warranty or representation with respect to any materials, any marketing information, or offering memoranda, or pamphlets listing or describing the property, or other data provided by Seller or others on behalf of Seller to Buyer (whether prepared by or for the Seller or others) or the education, skills, competence or diligence of the preparers thereof or the physical condition or quality or any other aspect of all or any part of the Property as an inducement to Buyer to enter into this Agreement and thereafter to purchase the Property or for any other purpose; (v) prior to the Execution Date, Buyer had full access to the Bid Package and thoroughly reviewed or had a reasonable opportunity to review this Agreement and the contents of the Bid Package and freely consulted with persons of Buyer's own choosing regarding the terms and conditions of this Agreement and the Bid Package, including but not limited to consultation with legal counsel of its own choosing; and (vi) by reason of all the foregoing, Buyer is assuming the full risk of any loss or damage occasioned by any fact, circumstance, condition or defect pertaining to the Property.

- (b) EXCEPT AS OTHERWISE EXPRESSLY PROVIDED IN THIS AGREEMENT, THE DEED, AND THE OTHER DOCUMENTS TO BE DELIVERED PURSUANT TO SECTION 7.3, SELLER HEREBY DISCLAIMS ALL WARRANTIES OF ANY KIND OR NATURE WHATSOEVER (INCLUDING WARRANTIES OF HABITABILITY AND FITNESS FOR PARTICULAR PURPOSES), WHETHER EXPRESSED OR IMPLIED, INCLUDING, BUT NOT LIMITED TO WARRANTIES WITH RESPECT TO THE PROPERTY, TAX LIABILITIES, ZONING, LAND VALUE, AVAILABILITY OF ACCESS OR UTILITIES, INGRESS OR EGRESS, GOVERNMENTAL APPROVALS, OR THE SOIL CONDITIONS OF THE LAND. BUYER FURTHER ACKNOWLEDGES THAT BUYER IS BUYING THE PROPERTY "AS IS" AND IN ITS PRESENT CONDITION AND THAT EXCEPT AS OTHERWISE EXPRESSLY PROVIDED IN THIS AGREEMENT, THE DEED AND THE OTHER DOCUMENTS TO BE DELIVERED PURSUANT TO SECTION 7.3, BUYER IS NOT RELYING UPON ANY REPRESENTATION OF ANY KIND OR NATURE MADE BY SELLER, OR ANY OF ITS EMPLOYEES OR AGENTS WITH RESPECT TO THE LAND OR THE PROPERTY, AND THAT, IN FACT, NO SUCH REPRESENTATIONS WERE MADE EXCEPT AS EXPRESSLY SET FORTH IN THIS AGREEMENT, THE DEED AND THE OTHER DOCUMENTS TO BE DELIVERED PURSUANT TO SECTION 7.3.

- (c) WITHOUT IN ANY WAY LIMITING ANY OTHER PROVISION OF THIS AGREEMENT, SELLER MAKES NO WARRANTY WITH RESPECT TO THE PRESENCE ON OR BENEATH THE LAND (OR ANY PARCEL IN PROXIMITY THERETO) OF HAZARDOUS MATERIALS. BY ACCEPTANCE OF THE DEED, BUYER WILL HAVE ACKNOWLEDGED THAT BUYER'S OPPORTUNITY FOR INSPECTION AND INVESTIGATION OF SUCH LAND HAS BEEN ADEQUATE TO ENABLE BUYER TO MAKE BUYER'S OWN DETERMINATION WITH RESPECT TO THE PRESENCE ON OR BENEATH THE LAND OF SUCH HAZARDOUS MATERIALS.
- (d) EXCEPT AS EXPRESSLY PROVIDED IN THIS AGREEMENT, BUYER ACKNOWLEDGES AND AGREES THAT THE SELLER SHALL NOT BE RESPONSIBLE FOR ANY CLAIMS ARISING OUT OF OR RELATING TO MOLD AND/OR OTHER MICROSCOPIC ORGANISMS AT THE PROPERTY INCLUDING BUT NOT LIMITED TO PROPERTY DAMAGES, PERSONAL INJURY, ADVERSE HEALTH EFFECTS, LOSS OF INCOME, EMOTIONAL DISTRESS, DEATH, LOSS OF USE OR LOSS OF VALUE AND BUYER HEREBY IRREVOCABLY RELEASES SELLER GOVERNING BOARD MEMBERS, ITS OFFICERS, AND ITS EMPLOYEES FROM THE SAME.
- (e) Other than as expressly set forth in this Agreement, in the Deed and in the other documents to be delivered by Seller pursuant to Section 7.3, neither Seller nor any agents, representatives, or employees of Seller have made any representations or warranties, direct or indirect, oral or written, express or implied, to Buyer or any agents, representatives, or employees of Buyer with respect to the Property, including, without limitation, (a) the physical condition of the Property (including the presence or absence of Hazardous Materials), zoning, set-back and other ordinances, codes, regulations, rules, requirements and orders affecting occupancy or operation of the Property, plans, specifications, any affordable housing restrictions or requirements, costs or other estimates, projections, including income and expense projections concerning the same, and (b) the Property's compliance with Hazardous Materials Laws. Buyer specifically waives and releases Seller and its respective successors, assigns, governing board members, representatives, employees, agents, adjustors, accountants, officers, officials, and attorneys from (1) all warranties, express, implied, statutory or otherwise (including warranties of merchantability and warranties of fitness for use or acceptability for the purpose intended by Buyer) with respect to the Property or its condition or the prospects, operations or results of operations of the Property except with respect to the express representations and warranties contained in the Agreement, the Deed and the other documents to be delivered pursuant to Section 7.3, and (2) except with respect to Claims arising out of Seller's breach of any representation, warranty, covenant or agreement in this

Agreement, the Deed, any other documents delivered by Seller pursuant to Section 7.3 and any other Agreement provisions that expressly survive the Closing, all Claims that Buyer would have against Seller.

- 3.7 In connection with this Section 3.7, Buyer expressly waives the benefits of Section 1542 of the California Civil Code, which provides as follows:

"A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS THAT THE CREDITOR OR RELEASING PARTY DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE AND THAT, IF KNOWN BY HIM OR HER, WOULD HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR OR RELEASED PARTY."

Thus, notwithstanding the provisions of Section 1542 or of any similar statute, and for the purpose of implementing a full and complete release, Buyer expressly acknowledges that this Agreement is intended to include in its effect, without limitation, all Claims which are known and all Claims which Buyer does not know or suspect to exist in Buyer's favor at the time of execution of this Agreement and that this Agreement contemplates the extinguishment of all such Claims provided, however, that the foregoing release does not apply to, and Buyer does not waive or release Claims arising out of Seller's breach of any representation, warranty, covenant or agreement in this Agreement, the Deed, any other documents delivered by Seller pursuant to Section 7.3 and any other Agreement provisions that expressly survive the Closing or Seller's fraud or willful misconduct (as provided in Section 13.16(e) below).

Initials of Buyer: _____

CP

ARTICLE IV.

CONDITIONS FOR CLOSING

- 4.1 [INTENTIONALLY OMITTED].

- 4.2 Buyer's Conditions. The obligation of Buyer to purchase the Property from Seller, and to perform the obligations required to be performed by Buyer at the Closing, are subject to each of the following conditions precedent ("**Buyer's Conditions**"):

- (a) Closing Documents. Seller shall have tendered at Closing all closing documents to which Seller is a party.
- (b) Compliance with Agreement. Seller shall have performed and complied in all material respects with its obligations under this Agreement.
- (c) Representations and Warranties. All of Seller's representations and warranties under Sections 9.2 are true and correct in all material respects as of Closing.

(d) Title Policy. The Title Company shall have irrevocably committed to issue, but for payment of premium (other than premium or other cost to be paid by the Seller pursuant to this Agreement), the Title Policy.

(e) Appraisal.

(1) Within ten (10) days after the Execution Date, Buyer will select a private state-licensed appraiser who is acceptable to Seller and Buyer's public funding partner(s) ("**Funder**"). Buyer shall hire, instruct, and pay the appraiser to prepare a full narrative report appraisal ("**Appraisal**") setting forth the appraiser's conclusions with respect to the Property's market value naming Seller, Buyer, and each Funder as intended users. Buyer shall promptly provide Seller with a copy of the Appraisal.

(2) Buyer will have thirty (30) Business Days to review the Appraisal. If the Appraisal determines the fair market value of the Property is less than the Purchase Price, Buyer shall have the right to terminate this Agreement by providing written notice to Seller and Escrow Agent before the end the 30-Business-Day period, in which case Escrow Agent will return the Deposit, less any escrow cancellation fees, and neither party will have any obligation to the other except those provisions expressly stated to survive termination. If Buyer fails to notify Seller of its election to terminate within that period, then Buyer will be deemed to have approved the Appraisal and the valuation of the Property therein.

(3) In addition, Buyer may elect to terminate this Agreement if the Appraisal (and any updates thereto) are not approved by the Funder. In this situation, the Deposit shall be returned to Buyer less any escrow cancellation fees, and the Parties shall have no further obligation to each other under this Agreement, except those expressly stated to survive.

(4) If, after the Appraisal is prepared, the Funder require a new or updated appraisal of the Property, the procedures and provisions in this subsection (e) shall be repeated.

(f) Funding. On or before the Closing, Funder shall have deposited with Escrow Agent funds for Buyer's use in amount sufficient for Buyer to acquire the Property under the terms of this Agreement.

4.3 Effect of Non-Satisfaction of a Condition. If any condition set forth in Section 4.2 is not satisfied or waived by Buyer on or before the Closing Date, Buyer may, in its sole and absolute discretion, terminate this Agreement by notice to the Seller. If this Agreement is terminated pursuant to this Article IV, notwithstanding any other provision of this Agreement, all Buyer documents and funds, including the Deposit

and any interest thereon, shall be returned to Buyer, and neither party shall have any further rights or obligations hereunder, except for any obligations which expressly survive the termination of this Agreement and the payment of any escrow and title cancellation fees which shall be borne equally by Buyer and Seller.

ARTICLE V.

TERMS OF PAYMENT: CLOSING ADJUSTMENTS

5.1 Payment of Purchase Price. The Purchase Price shall be paid as follows:

- (a) Credit for Deposit. If Buyer fails to deliver the Deposit as and when required by this Agreement, Seller, at Seller's sole discretion, may terminate this Agreement by providing notice to Buyer of such termination and, thereafter, this Agreement shall be terminated and neither party shall have any further rights or obligations hereunder. The Deposit is consideration for the rights granted to Buyer to purchase the Property and shall be non-refundable except as otherwise provided herein. If and only to the extent Buyer in its sole discretion and dealing entirely with the Escrow Agent (it being acknowledged by Buyer that Seller shall have no responsibility or liability in connection therewith) supplies Buyer's Taxpayer Identification Number to the Escrow Agent and executes all necessary forms required by the Escrow Agent, the Deposit shall be held in an interest bearing account with a financial institution selected by the Escrow Agent. Any accrued interest shall become a part of the Deposit to be applied or disposed of in the same manner as the Deposit. At Closing Buyer shall receive a credit against the Purchase Price in the amount of the Deposit (less any accrued interest thereon) and the Deposit (less any accrued interest thereon) shall be delivered to Seller. Any accrued interest on the Deposit shall be delivered upon Closing by the Escrow Agent to Buyer as Buyer may reasonably direct. Upon execution of this Agreement and payment of the Deposit, the Deposit shall become immediately non-refundable to Buyer unless this Agreement is terminated (A) due to a default by Seller; or (B) as a result of the failure of a condition to Closing benefiting Buyer including under Section 3.2, Section 3.3, Article IV, and Article VI.
- (b) Payment at Closing. The balance of the Purchase Price, subject to the prorations and adjustments for which provision is herein made, shall be paid by Buyer to the Escrow Agent by wire transfer to Escrow Agent's account at the time of Closing, and the Escrow Agent shall immediately upon Closing disburse such funds pursuant to the final Closing Statement. Wired funds must be received in the Escrow Agent's account prior to 12:00 p.m. Pacific Standard Time on the Closing Date for Seller to receive the benefit of such funds. Accordingly, if funds are received after 12:00 p.m. Pacific Standard Time on any day, they shall not be deemed received

until the following Business Day. Subject to the provisions of Section 7.2, if the Escrow Agent does not receive the funds within three (3) Business Days after the Closing Date, then either party may elect to terminate this Agreement, in which case, Buyer shall forfeit the Deposit to Seller and neither party will have any further obligations to the other party under this Agreement.

- 5.2 Prorations; Adjustments; Closing Costs. The following adjustments and prorations shall be computed as of the Prorations Date. All costs and expenses of the Property with respect to the period on and prior to the Prorations Date shall be charged to Seller. All costs and expenses of the Property with respect to the period after the Prorations Date shall be charged to Buyer. Seller shall be entitled to receive all revenues and shall be charged with all expenses relating to the ownership and operation of the Property through the Prorations Date.
- 5.3 Costs and Expenses. Except as expressly set forth in this Agreement, Closing and Escrow costs shall be allocated between Buyer and Seller in accordance with the custom of Sierra County; Seller will pay for Buyer's CLTA Title Policy; if Buyer elects ALTA extended coverage, then Buyer will pay for the incremental increased cost for the ALTA extended coverage Title Policy. Buyer shall be fully responsible for (1) any surveys; (2) any additional title reports and title policies beyond the Title Report and Title Policy, and (3) such other costs and expenses Buyer may incur to conduct its due diligence investigations. Attorneys' fees, consulting fees, and other due diligence expenses shall be borne by the party incurring such expense. The provisions of this Section shall survive Closing.

ARTICLE VI.

TITLE

- 6.1 Title Report. Within fifteen (15) days of the Execution Date or such additional time as reasonable required by Seller, Seller shall cause Title Company to deliver to Buyer the Title Report together with copies of all written instruments creating the exceptions specified therein, referenced in the legal description, and plat maps plotting all easements specified therein (collectively, the "**Underlying Documents**") and a copy thereof to Seller.
- 6.2 Buyer's Review. Buyer shall review the Title Report, and Buyer shall have sixty (60) days from the Buyer's receipt of the Title Report and all Underlying Documents to give written notice regarding Buyer's approval or disapproval of the Title Report, including without limitation any exceptions. If Buyer timely and properly delivers written objection(s) to any items in the Title Report, then Seller shall notify Buyer in writing within three (3) Business Days after receipt of Buyer's notice of Buyer's title objections (but, in any event, prior to the Closing Date) whether Seller elects to remove, discharge or correct the same (and Seller's failure to respond in writing within such period shall be deemed an election by Seller not

to remove, discharge or correct Buyer's title objections), and Seller shall have the right but not the obligation to use reasonable diligence to remove, discharge or correct such liens, encumbrances or objections and shall have a period of thirty (30) days after receipt of notice thereof in which to do so (and if necessary the Closing Date shall be extended on a day for day basis). Seller shall not in any event be obligated to pay any sums of money or to litigate any matter in order to remove, discharge or correct any lien, encumbrance or objection. Any attempt by Seller to remove other title exceptions (i.e., exceptions that Seller is not obligated to remove pursuant to the preceding sentence or otherwise in this Article VI) shall not impose an obligation upon Seller to remove such exceptions. If Seller shall be unwilling or unable to remove or discharge such other liens, encumbrances or objections within such period, then Buyer may, at its option, no later than five (5) Business Days after Seller notifies Buyer of Seller's unwillingness or inability, either terminate this Agreement or accept title in its then existing condition without reduction of the Purchase Price. If Buyer shall elect to terminate this Agreement, the Deposit, shall be returned to Buyer, this Agreement shall terminate, and thereafter neither Seller nor Buyer shall have any further rights or obligations hereunder except such obligations of this Agreement which specifically survive termination. If Buyer fails to give written notice of objection(s) to Seller prior to completion of Closing, all matters reflected on the Title Commitment shall, except with respect to matters that are deemed objections of Buyer, be deemed acceptable encumbrances, this Agreement shall remain in full force and effect and Buyer shall, subject to satisfaction of the conditions set forth in Section 4.2 and further subject to Section 13.1, be obligated to complete the transaction as required by this Agreement. For the avoidance of doubt, Seller shall cause all mortgages, security agreements and deeds of trust encumbering the Property to be released of record not later than Closing.

ARTICLE VII.

ESCROW AND CLOSING

- 7.1 Escrow Instructions. Upon execution of this Agreement, the parties hereto shall deposit an executed counterpart of this Agreement with the Escrow Agent, and this Agreement shall serve as the instructions to the Escrow Agent as the escrow holder for consummation of the purchase and sale contemplated hereby. Seller and Buyer agree to execute such reasonable additional and supplementary escrow instructions as may be appropriate to enable the Escrow Agent to comply with the terms of this Agreement; provided, however, that in the event of any conflict between the provisions of this Agreement and any supplementary escrow instructions, the terms of this Agreement shall control.
- 7.2 Time and Place. Closing shall take place on the Closing Date or such earlier date as may be mutually acceptable to the parties with all deliveries to be made in escrow to the Escrow Agent prior to the Closing Date; provided, however, that pursuant to Section 6.2 Seller may extend the Closing Date for purposes of curing objections to the status of title that were timely and properly raised by Buyer. Seller

acknowledges that Buyer is seeking funding for the acquisition of the Property from the Funders. If before the Closing Date Buyer has received reasonable assurance of such funding, but additional time for is required to accommodate the Funder's final approval process and delivery of funds to the Escrow Agent, then by written notice to Seller not less than five (5) Business Days before the Closing Date, and Buyer may extend the Closing Date for a period not to exceed one hundred twenty (120) days to accommodate the Funder; provided however, Buyer shall increase the Deposit by an additional fifty thousand dollars (\$50,000). If Buyer has not obtained or otherwise secured funding by the extended Closing Date, Buyer or Seller may elect to terminate this Agreement, in which case Buyer shall forfeit the Deposit to Seller, and neither party will have any further obligations to the other party under this Agreement.

7.3 Seller's Deposit of Documents. At or before Closing, Seller shall deposit or cause to be deposited into escrow with the Escrow Agent the following items:

- (a) two (2) duplicate originals of the Deed duly executed and acknowledged in recordable form with respect to the Real Property, in the form of **Exhibit B** hereto, together with any State, County and local transfer tax declarations and forms required to be executed by Seller;
- (b) an executed Certificate of Non-Foreign Status;
- (c) an executed combined Buyer-Seller Closing Statement prepared by the Escrow Agent reflecting all financial aspects of the transaction ("**Closing Statement**");
- (d) a completed State of California Form 593-C;
- (e) Appropriate evidence of existence, good standing, qualification in California (if applicable), and authorization reasonably satisfactory to Buyer and satisfactory to the Title Company regarding the consummation of the transaction contemplated by this Agreement;
- (f) An executed and acknowledged Owners Affidavit, to the extent and in such form as the Title Company shall reasonably require in order for the Title Policy to be issued at Closing;
- (g) A GAP indemnity to the extent and in such form as the Title Company shall reasonably require in order to close on the Closing Date; and
- (h) An executed Seller Closing Certificate that all of Seller's warranties and representations remain true and correct in all material respects as of Closing in the form of **Exhibit D**.

7.4 Buyer's Deposit of Documents. At or before Closing, Buyer shall deposit or cause to be deposited into escrow with the Escrow Agent the following items:

- (a) cash to close in the amount required by Section 5.1 hereof;
- (b) any State, County and local transfer tax declarations and forms required to be executed by Buyer;
- (c) an executed Closing Statement;
- (d) an executed Certificate of Buyer that all of Buyer's warranties and representations remain true in all material respects as of Closing in the form of **Exhibit C** hereto;
- (e) evidence reasonably satisfactory to Seller and the Escrow Agent reflecting that all documents executed by Buyer at Closing were duly authorized and executed;
- (f) if required by Escrow Agent, a Certificate of Good Standing from the Secretary of State in which Buyer is organized (if Buyer is a corporation, limited partnership or limited liability company);
- (g) a completed Preliminary Change of Ownership form for each County; and

7.5 Other Documents. Buyer and Seller shall each deliver such other documents as are otherwise required by this Agreement to consummate the purchase and sale of the Property in accordance with the terms hereof. Unless the parties otherwise agree in writing, the Escrow Agent is hereby designated as the "**Reporting Person**" for the transaction pursuant to Section 6045(e) of the United States Code and the regulations promulgated thereunder. If requested in writing by either party, the Escrow Agent shall confirm its status as the "**Reporting Person**" in writing, which such writing shall comply with the requirements of Section 6045(e) of the United States Code and the regulations promulgated thereunder.

7.6 Possession. Possession of the Property shall be surrendered to Buyer at Closing.

ARTICLE VIII.

ENVIRONMENTAL MATTERS

8.1 Release. Without limiting Section 3.6, Buyer acknowledges that Seller is not in any manner responsible to Buyer for the presence of any Hazardous Materials at, on, in, under or relating to the Property, if any. Buyer hereby specifically and irrevocably releases the Seller, its governing board members, its officers, and its employees from any and all Claims relating to the presence on or under, or the

escape, seepage, leakage, spillage, discharge, emission or release of any Hazardous Materials on the Property, if any, including without limitation, any residual contamination, in, on, under or about the Property or affecting natural resources, whether prior to or following Closing, and also including, without limitation, any liability due to asbestos-containing materials at the Property. BUYER'S CLOSING HEREUNDER SHALL BE DEEMED TO CONSTITUTE AN EXPRESS WAIVER OF BUYER'S AND ITS SUCCESSORS' AND ASSIGNS' RIGHTS TO SUE SELLER AND OF BUYER'S RIGHT TO CAUSE ANY OF SELLER'S GOVERNING BOARD MEMBERS, OFFICERS, OR EMPLOYEES TO BE JOINED IN AN ACTION BROUGHT UNDER ANY FEDERAL, STATE OR LOCAL LAW, RULE, ACT, OR REGULATION NOW EXISTING OR HEREFTER ENACTED OR AMENDED WHICH PROHIBITS OR REGULATES THE USE, HANDLING, STORAGE, TRANSPORTATION OR DISPOSAL OF HAZARDOUS MATERIALS OR WHICH REQUIRES REMOVAL OR REMEDIAL ACTION WITH RESPECT TO SUCH HAZARDOUS MATERIALS, SPECIFICALLY INCLUDING BUT NOT LIMITED TO FEDERAL "CERCLA", "RCRA", AND "SARA" ACTS. The acknowledgments of Buyer and the release contained in this Section of this Agreement shall survive Closing or termination of this Agreement.

8.2 Indemnification. Without limiting the provisions of Section 3.4 and Section 3.7, effective as of the Closing, Buyer hereby agrees to indemnify, protect, hold harmless and defend (by counsel reasonably satisfactory to Seller) Seller, its governing board members, its officers, and its employees from and against any and all claims, losses, damages, liabilities, fines, penalties, charges, administrative and judicial proceedings and orders, judgments, remedial action requirements, enforcement actions of any kind, and all costs and expenses actually and reasonably incurred in connection therewith (including, but not limited to, reasonable attorney's fees and expenses), arising directly or indirectly, in whole or in part, out of the presence on or under, or the escape, seepage, leakage, spillage, discharge, emission or release of any Hazardous Materials on the Property, if any, including without limitation, any residual contamination, in, on, under or about the Property or affecting natural resources, whether prior to or following Closing, and also including, without limitation, any liability due to asbestos-containing materials at the Property. . The foregoing indemnity shall further apply to any residual contamination on or under the Property, or affecting any natural resources, and to any contamination of any property or natural resources arising in connection with the generation, use, handling, treatment, storage, transport or disposal of any such Hazardous Materials, and irrespective of whether any of such activities were or will be undertaken in accordance with Hazardous Materials Laws. The provisions of this Section 8.2 shall survive the termination of this Agreement.

8.3 Confidentiality of Hazardous Materials Reports. Unless and until the Closing actually occurs, Buyer, its agents, consultants and employees shall keep confidential all Hazardous Materials Reports and other information, received or completed by Buyer in Buyer's independent factual, physical and legal examinations and inquiries of the Property, except that: (a) Buyer shall if requested

by Seller in writing promptly after receipt provide copies thereof to Seller; and (b) Buyer may disclose same to (i) its consultants if Buyer first obtains the agreement in writing of such consultants to keep such Hazardous Materials Reports and related documentation confidential, (ii) as required by applicable law, (iii) in connection with litigation or other judicial proceedings; (iv) its attorneys, accountants and advisors; and (v) to any Funder and to Permitted Assignees (as defined in Article X below). Except as provided in the preceding sentence, unless and until the Closing actually occurs, neither the contents nor the results of any test, report, analysis, opinion or other information shall otherwise be disclosed by Buyer, its agents, consultants and employees without Seller's prior written approval not to be unreasonably withheld, delayed or conditioned. Buyer may disclose to anyone after the Closing. The provisions of this Section 8.3 shall survive the termination of this Agreement.

ARTICLE IX.

WARRANTIES AND REPRESENTATIONS AND COVENANTS

- 9.1 Buyer's Representations and Warranties. Buyer warrants and represents that: (a) Buyer has the full right, power, and authority to purchase the Property from Seller as provided in this Agreement and to carry out Buyer's obligations hereunder; (b) Buyer is duly formed and in good standing under the laws of California and duly authorized to conduct business in the State, provided however, in the event that Buyer assigns this Agreement to an entity pursuant to the terms of Article X of this Agreement, any such entity shall be duly formed and in good standing under the laws of the state of its formation and qualified to transact business in the State; (c) all requisite action necessary to authorize Buyer to enter into this Agreement and to carry out Buyer's obligations has been obtained; (d) this Agreement has been duly authorized, executed and delivered by Buyer; and (e) the execution of this Agreement and the Closing to occur hereunder do not and will not violate any contract, covenant or other agreement to which Buyer may be a party or by which Buyer may be bound. The provisions of this Section shall survive Closing.
- 9.2 Seller's Representations and Warranties. Seller represents and warrants to Buyer:
- (a) Authorization. Seller is a duly organized chartered municipal corporation formed within and in good standing under the laws of the State of California. Seller has full right, power and lawful authority to undertake all obligations as provided herein and the execution, performance and delivery of this Agreement by Seller has been fully authorized by all requisite actions on the part of the Seller.
 - (b) No Conflict. Seller is not prohibited from consummating the transactions contemplated in this Agreement by any law, regulation, agreement, instrument, restriction, order or judgment.

- (c) No Bankruptcy Proceedings. There are no assignments for the benefit of creditors, receiverships, conservatorships, or voluntary or involuntary proceedings in bankruptcy filed by Seller or pending against Seller.
 - (d) No Condemnation. Seller has not received any notice that any condemnation or eminent domain proceedings are pending or threatened against the Property.
- 9.3 Seller's Knowledge; Survival. For purposes of this Agreement, Seller's "knowledge" or words of similar import means the actual knowledge of MANUEL PINEDA, P.E. after reasonable and diligent inquiry and investigation. Seller represents and warrants that MANUEL PINEDA, P.E. is the person most knowledgeable about the Property and has access to information about the Property.
- 9.4 Limitations. Notwithstanding anything in this Agreement to the contrary, Seller's liability for breaches of covenants under this Agreement or of the representations and warranties set forth in Section 9.2 discovered by Buyer after Closing is subject to the following limitations:
 - (a) Filing of Claim. Any claim by Buyer against Seller for a breach of a covenant, representation or warranty must be asserted during the period of six months following the Closing and, any litigation related to such claim must be brought within twelve (12) months following the Closing.
 - (b) Actual Knowledge. If Buyer proceeds with Closing despite having the right to terminate this Agreement on account of any breach of a representation or warranty by Seller as to which Buyer has actual knowledge of before Closing, Buyer shall have no claim for any such breach of a representation or warranty, and, by proceeding with Closing as aforesaid, Buyer shall be deemed to have waived all claims based on or resulting from the breach of any such representations, warranties or covenants. For purposes of this Agreement, Buyer's "knowledge" or words of similar import means the actual knowledge of Shelton Douthit without any independent investigation and does not include any imputed or constructive knowledge that may be attributed to such individual(s).
- 9.5 Aggregate Liability. Seller's aggregate liability to Buyer under this Agreement after Closing shall in no event exceed One Hundred Thousand Dollars (\$100,000).
- 9.6 INTENTIONALLY OMITTED.
- 9.7 Seller's Covenants. Seller covenants and agrees as follows until the Closing:
 - (a) Insurance. Seller shall cause to be maintained in force Seller's existing Property coverage insurance and commercial general liability insurance upon the Property in the amounts not less than such amounts as are, on the Execution Date, carried by Seller.

(b) Title. Seller shall not

- (1) further encumber the Property in any consensual manner without the prior written consent of Buyer.
- (2) cause or permit any mortgage, deed of trust, or other lien to be foreclosed upon due to Seller's actions or omissions, including failure to make a required payment or failure to obtain any required consent;
- (3) sell, convey, assign, transfer, encumber, or otherwise dispose of the Property, or any part thereof or interest therein.
- (4) or apply for any variance, change or modification with respect to any zoning of the Property or use of the Property without Buyer's prior written consent.

ARTICLE X.

ASSIGNMENT

Buyer may assign this Agreement, in whole or in part, to the Washoe Tribe of Nevada and California and/or the State of California or any agency or subdivision thereof (each, a "**Permitted Assignee**") pursuant to Seller's form of consent to assignment substantially in the form attached as Exhibit F. Buyer may not otherwise, prior to the Closing, assign this Agreement, nor may any of Buyer's rights hereunder be transferred in any manner, nor may any of Buyer's rights hereunder or any ownership interest in Buyer be transferred in any manner to any person or entity, without Seller's specific prior written consent, which consent may be withheld by Seller for any reason whatsoever. If Seller agrees to such an assignment, the assignment shall be made through the execution of Seller's form of consent to assignment substantially in the form attached as Exhibit F.

ARTICLE XI.

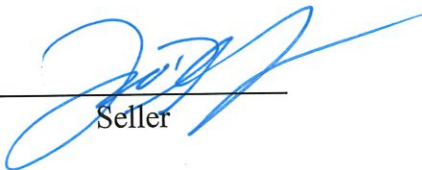
DEFAULT

- 11.1 Buyer's Default. If Buyer shall fail to close the transaction contemplated hereby as and when required, except as a result of any Seller default or failure of a condition, or if Seller fails to close the transaction contemplated hereby as a result of a material Buyer default, the Deposit shall be paid over to Seller as agreed as liquidated damages and not as a penalty, it being acknowledged by Buyer and Seller that in such event Seller will suffer substantial damages but such damages are incapable of exact ascertainment. After payment to Seller of the Deposit, neither Seller nor Buyer shall have any further rights or obligations hereunder except that Buyer shall remain obligated with respect to the obligations which specifically survive termination. If subsequent to Closing, Buyer shall fail to comply with its obligations contained herein which survive Closing, Seller, in addition to any rights and

remedies provided herein, shall be entitled to any and all remedies available at law or in equity.

SELLER AND BUYER ACKNOWLEDGE THAT SELLER'S DAMAGES WOULD BE DIFFICULT TO DETERMINE, AND THAT THE DEPOSIT IS A REASONABLE ESTIMATE OF SELLER'S DAMAGES RESULTING FROM A DEFAULT BY BUYER IN ITS OBLIGATION TO PURCHASE THE PROPERTY. SELLER AND BUYER FURTHER AGREE THAT THIS SECTION 11.1 IS INTENDED TO AND DOES LIQUIDATE THE AMOUNT OF DAMAGES DUE SELLER, AND SHALL BE SELLER'S EXCLUSIVE REMEDY AGAINST BUYER, BOTH AT LAW AND IN EQUITY, ARISING FROM OR RELATED TO A BREACH BY BUYER OF ITS OBLIGATION TO CONSUMMATE THE TRANSACTIONS CONTEMPLATED BY THIS AGREEMENT, OTHER THAN WITH RESPECT TO BUYER'S INDEMNITY AND CONFIDENTIALITY OBLIGATIONS HEREUNDER, AND SELLER'S RIGHT TO RECOVER ITS REASONABLE ATTORNEYS' FEES AND EXPENSES. THE PAYMENT OF SUCH AMOUNT AS LIQUIDATED DAMAGES IS NOT INTENDED AS A FORFEITURE OR PENALTY WITHIN THE MEANING OF CALIFORNIA CIVIL CODE SECTIONS 3275 OR 3369, BUT IS INTENDED TO CONSTITUTE LIQUIDATED DAMAGES TO SELLER PURSUANT TO CALIFORNIA CIVIL CODE SECTIONS 1671, 1676 AND 1677.


Buyer


Seller

11.2 Seller's Default. Seller is in default of this Agreement before or at the Closing, Buyer may elect either

- (a) to terminate this Agreement, in which case the Deposit (including accrued interest) shall be returned to Buyer, and Seller shall pay all escrow cancellation fees, and thereafter neither Buyer nor Seller shall have any further liability hereunder; or
- (b) to seek specific performance of Seller's obligations hereunder.

11.3 Waiver of Other Remedies. Buyer expressly waives all other remedies, including suit for damages, provided that nothing herein precludes a claim against Seller after Closing for a breach of any representations and warranties, subject to the limitations of Section 9.4 hereof.

11.4 No Obligation of Seller after Closing. Buyer expressly acknowledges and agrees that Seller has no obligations with respect to the Property that survive Closing, except as specifically set forth in this Agreement. The provisions of this Section shall survive Closing.

ARTICLE XII.

NO JOINT VENTURE

Buyer acknowledges and agrees that Seller is not a venturer, co-venturer, insurer, guarantor or partner of Buyer in Buyer's development of, construction upon and resale of the Property, and that Seller shall bear no liability whatsoever resulting from or arising out of Buyer's ownership and development of, and construction upon, the Property. The provisions of this Article shall survive Closing.

ARTICLE XIII.

MISCELLANEOUS

13.1 Risk of Loss.

- (a) Seller shall retain all rights with respect to any Pre-Existing Insurance Claims and any Proceeds from Pre-Existing Insurance Claims.
- (b) Seller agrees to give Buyer prompt notice of any Event occurring after the Execution Date and before the Closing Date.
- (c) If, on or after the Execution Date and prior to Closing, any Event shall occur, Buyer may not terminate this Agreement, Seller shall not be obligated to repair the Property, and Closing shall take place as provided herein.
- (d) Seller and Buyer each expressly waive the provisions of California Civil Code Section 1662 and hereby agree that the provisions of this Agreement shall govern the parties' obligations in the event of any damage or destruction to the Real Property or the taking of all or any part of the Real Property, as applicable.
- (e) The provisions of this Section shall survive Closing.

13.2 Independent Consideration. As additional consideration to Seller if this Agreement is terminated before the Closing, then Seller will receive \$100 from Buyer, which amount has been bargained for and agreed to as "Independent Consideration" for having entered into this Agreement and for having granted Buyer the exclusive right to purchase the Property as provided in this Agreement.

13.3 Construction. The terms "**Seller**" and "**Buyer**" whenever used in this Agreement shall include the heirs, personal representatives, successors and assigns of the respective parties hereto; provided, however, that Buyer's right of assignment is restricted by the provisions hereof. Whenever used, the singular number shall include the plural and the plural the singular, and the use of any gender shall include all genders. The term "**including**" as used herein shall in all instances mean

"including, but not limited to." The headings in this Agreement are intended solely for convenience of reference and shall be given no effect in the interpretation of this Agreement. This Agreement and any related instruments shall not be construed more strictly against one party than against the other by virtue of the fact that initial drafts may have been prepared by counsel for one of the parties, it being recognized that this Agreement and any related instruments are the product of extensive negotiations between the parties hereto.

- 13.4 Counterparts and Electronic Signatures. This Agreement may be executed in multiple counterparts by the parties hereto. All counterparts so executed shall constitute one agreement binding upon all parties, notwithstanding that all parties are not signatories to the original or the same counterpart. Each counterpart shall be deemed an original Agreement all of which shall constitute one agreement to be valid as of the date of this Agreement. Facsimile, documents executed, scanned and transmitted electronically and electronic signatures shall be deemed original signatures for purposes of this Agreement and all matters related thereto, with such facsimile, scanned and electronic signatures having the same legal effect as original signatures. Seller and Buyer agree that this Agreement or any other document necessary for the consummation of the transaction contemplated by this Agreement may be accepted, executed or agreed to through the use of an electronic signature in accordance with the Electronic Signatures in Global and National Commerce Act ("**E-Sign Act**"), Title 15, United States Code, Sections 7001 et seq., the Uniform Electronic Transaction Act ("**UETA**") and any applicable state law. Any document accepted, executed or agreed to in conformity with such laws will be binding on both Seller and Buyer the same as if it were physically executed and Buyer hereby consents to the use of any third party electronic signature capture service providers as may be chosen by Seller.
- 13.5 Severability and Waiver. Invalidity of any one Section or provision of this Agreement by judgment or court order shall in no way affect any other Section or provision, except to the extent that enforcement of this Agreement without the invalidated provision would be unreasonable or inequitable under all the circumstances or would frustrate a fundamental purpose of this Agreement. Failure of any party to this Agreement to insist on the full performance of any of its provisions by the other party (or parties) shall not constitute a waiver of such performance unless the party failing to insist on full performance of the provision declares in writing signed by it that it is waiving such performance. A waiver of any breach under this Agreement by any party, unless otherwise expressly declared in writing, shall not be a continuing waiver or waiver of any subsequent breach of the same or other provision of this Agreement. The provisions of this Section shall survive Closing.
- 13.6 Governing Law. The laws of the State of California (without regard to conflicts of law) shall govern the validity, construction, enforcement and interpretation of this Agreement.

13.7 Further Acts. In addition to the acts and deeds recited in this Agreement and contemplated to be performed, executed, and/or delivered under this Agreement, Seller and Buyer agree to perform, execute and/or deliver or cause to be delivered, executed and/or delivered at Closing or after Closing all further acts, fees, and assurances reasonably necessary to consummate the transactions contemplated hereby.

13.8 Notices. All notices, demands, requests, and other communications required or permitted hereunder shall be in writing. Any notice given by a party's attorney shall be deemed notice given by such party. All such notices, demands, requests and other communications (and copies thereof) shall be deemed to be delivered: (a) if sent by messenger, upon personal delivery to the party to whom the notice is directed; (b) if sent by email and the sender receives no indication of failed delivery, on (i) the Business Day sent so long as such email notice is sent within business hours (i.e., 8 A.M. Pacific Time – 5 P.M. Pacific Time) on that Business Day (unless a different time period is provided here) or (ii) the next Business Day if sent after business hours (i.e., 8 A.M. Pacific Time – 5 P.M. Pacific Time) on the Business Day sent or sent on a day other than a Business Day, and in either case such email notice is followed by notice pursuant to provisions (a) or (c) of this Section or the party to whom such email notice is given acknowledges receipt; or (c) if sent by overnight courier, with request for next Business Day delivery, on the next Business Day after sending; addressed as follows (or to such other address as the parties may specify by notice given pursuant to this Section):

TO SELLER: To the attention of the Seller's Contact Person in the Key Terms to the Seller's Notice Address in the Key Terms

TO BUYER: To the Buyer's Notice Address set forth in the Key Terms

13.9 Entire Agreement and Amendment. This Agreement contains the entire understanding between Buyer and Seller with respect to the subject matter hereof. Neither this Agreement nor any provision hereof may be modified, amended, changed, waived, discharged or terminated orally. Any such action may occur only by an instrument in writing signed by the party against whom enforcement of the modification, change, waiver, discharge or termination is sought.

13.10 Recording. This Agreement shall not be recorded and Buyer agrees that recording shall constitute a default by Buyer.

13.11 Exhibits. The Exhibits that are referenced in and attached to this Agreement are incorporated in, and made a part of, this Agreement for all purposes.

13.12 Time of the Essence. Seller and Buyer expressly agree that time is of the essence with respect to this Agreement. If the final day of any period or any date of performance under this Agreement falls on a date which is not a Business Day, then the final day of the period or the date of performance, as applicable, shall be extended to the next day which is a Business Day.

13.13 No Third Party Beneficiary. This Agreement is solely between Seller and Buyer and no other party shall be entitled to rely upon any provision hereof for any purpose whatsoever.

13.14 INTENTIONALLY OMITTED.

13.15 Legal Counsel and Joint Authorship. Each of Buyer and Seller has received independent legal advice from attorneys of its choice with respect to the advisability of making and executing this Agreement and the documents which, under the terms of this Agreement, are to be executed and delivered by Seller or Buyer or both at Closing (the "**Closing Documents**") or waived its right to do so. Buyer hereby acknowledges that Seller's counsel is not representing the Buyer or any interests of Buyer in connection with this Agreement or any other matter and that, unless Buyer is represented by counsel, Buyer has made the informed decision to not consult with an attorney of Buyer's choice prior to the execution of this Agreement. In the event of any dispute or controversy regarding authorship of this Agreement or the Closing Documents, Buyer and Seller shall be conclusively deemed to be the joint authors of this Agreement and the Closing Documents and no provision of this Agreement or the Closing Documents shall be interpreted against Buyer or Seller by reason of authorship.

13.16 Limitation of Liability and Waiver.

- (a) BUYER AND SELLER EXPRESSLY AGREES THAT THE OBLIGATIONS AND LIABILITIES OF THE OTHER PARTY UNDER THIS AGREEMENT AND ANY DOCUMENTS REFERENCED HEREIN SHALL NOT CONSTITUTE PERSONAL OBLIGATIONS OF THE OFFICERS, DIRECTORS, SHAREHOLDERS, EMPLOYEES, AGENTS, REPRESENTATIVES, TRUSTEES, PARTNERS, MEMBERS, CERTIFICATE HOLDERS, OR OTHER PRINCIPALS OF THE PARTY. NOTWITHSTANDING ANYTHING TO THE CONTRARY IN THIS AGREEMENT, (i) SELLER'S LIABILITY, IF ANY, ARISING IN CONNECTION WITH THIS AGREEMENT OR WITH THE PROPERTY SHALL BE LIMITED TO THE AMOUNT SET FORTH IN SECTION 9.5 ABOVE FOR THE RECOVERY OF ANY JUDGMENT AGAINST SELLER, AND SELLER SHALL NOT BE PERSONALLY LIABLE FOR ANY SUCH JUDGMENT OR DEFICIENCY AFTER EXECUTION THEREON; AND (ii) BUYER'S LIABILITY IS EXPRESSLY LIMITED AS SET FORTH IN SECTION 11.1 ABOVE.. THE LIMITATIONS OF LIABILITY CONTAINED IN THIS PARAGRAPH SHALL APPLY EQUALLY AND INURE TO THE BENEFIT OF ALL OF EACH OF SELLER'S AND BUYER'S GOVERNING BOARD, MEMBERS, OFFICERS, AND EMPLOYEES. THE PROVISIONS OF THIS SECTION SHALL SURVIVE TERMINATION AND CLOSING.

- (b) NOTWITHSTANDING ANY PROVISION TO THE CONTRARY IN THIS AGREEMENT, SELLER'S LIABILITY AND BUYER'S SOLE AND EXCLUSIVE REMEDY IN ALL CIRCUMSTANCES AND FOR ALL CLAIMS (AS THAT TERM IS DEFINED IN THE DEFINED TERMS, AND ALL REFERENCES IN THIS AGREEMENT TO "CLAIMS," "CLAIM," "Claims," or "Claim" SHALL HAVE SUCH MEANING) ARISING OUT OF OR RELATING IN ANY WAY TO THIS AGREEMENT OR THE SALE OF THE PROPERTY TO BUYER INCLUDING, BUT NOT LIMITED TO, SELLER'S BREACH OR TERMINATION OF THIS AGREEMENT, THE CONDITION OR QUALITY OF THE PROPERTY, SELLER'S TITLE TO THE PROPERTY, THE OCCUPANCY STATUS OF THE PROPERTY, THE SIZE, SQUARE FOOTAGE, BOUNDARIES, OR LOCATION OF THE PROPERTY, ANY COST OR EXPENSE INCURRED BY BUYER IN CONDUCTING ITS INVESTIGATION AND/OR DUE DILIGENCE IN PREPARATION FOR THE PURCHASE OF THE PROPERTY, OR ANY OTHER COSTS OR EXPENSES INCURRED BY BUYER IN CONNECTION WITH THIS AGREEMENT SHALL BE LIMITED AS PROVIDED IN SECTIONS 9.5 AND 11.2 OF THIS AGREEMENT AND THIS SECTION.
- (c) UPON EXECUTION OF THIS AGREEMENT AND PAYMENT OF THE DEPOSIT, THEN BUYER SHALL NOT BE ENTITLED TO A RETURN OF THE DEPOSIT (AS DEFINED IN THE KEY TERMS) IN THE EVENT THAT THIS AGREEMENT IS TERMINATED BY SELLER AS RESULT OF BUYER'S BREACH OF THE TERMS OF THIS AGREEMENT, EXCEPT AS EXPRESSLY PROVIDED IN THE AGREEMENT.
- (d) ANY REFERENCE TO A RETURN OF THE DEPOSIT CONTAINED IN THIS AGREEMENT SHALL MEAN A RETURN OF THE DEPOSIT, LESS ANY ESCROW CANCELLATION FEES APPLICABLE TO BUYER UNDER THIS AGREEMENT AND LESS FEES AND COSTS PAYABLE FOR SERVICES AND PRODUCTS PROVIDED DURING ESCROW AT BUYER'S REQUEST. TO THE FULLEST EXTENT PERMITTED BY LAW, BUYER WAIVES ANY CLAIMS THAT THE PROPERTY IS UNIQUE AND BUYER ACKNOWLEDGES THAT A RETURN OF ITS DEPOSIT CAN ADEQUATELY AND FAIRLY COMPENSATE BUYER FOR ALL CLAIMS. UPON RETURN OF THE DEPOSIT TO BUYER, THIS AGREEMENT SHALL BE TERMINATED, AND BUYER AND SELLER SHALL HAVE NO FURTHER LIABILITY, OBLIGATION, OR RESPONSIBILITY TO EACH OTHER IN CONNECTION WITH THIS AGREEMENT, EXCEPT FOR THE OBLIGATIONS EXPRESSLY STATED TO SURVIVE, WHICH SURVIVE TERMINATION OF THIS AGREEMENT. IF THE SALE TO BUYER CLOSES, THEN BUYER AND SELLER SHALL HAVE NO

FURTHER LIABILITY, OBLIGATION, OR RESPONSIBILITY TO EACH OTHER IN CONNECTION WITH THIS AGREEMENT EXCEPT AS TO ANY PROVISIONS OF THIS AGREEMENT WHICH EXPRESSLY SURVIVE CLOSING.

- (e) EACH PARTY AGREES THAT THE PARTIES SHALL NOT BE LIABLE TO EACH OTHER UNDER ANY CIRCUMSTANCES FOR ANY SPECIAL, CONSEQUENTIAL, OR PUNITIVE DAMAGES WHATSOEVER, WHETHER IN CONTRACT, TORT (INCLUDING NEGLIGENCE AND STRICT LIABILITY), OR ANY OTHER LEGAL OR EQUITABLE PRINCIPLE, THEORY, OR CAUSE OF ACTION ARISING OUT OF OR RELATED IN ANY WAY TO ANY CLAIM, INCLUDING, BUT NOT LIMITED TO, THE AFOREMENTIONED CLAIMS, EXCEPT WHERE SUCH PARTY'S OR OMISSIONS CONSTITUTE FRAUD OR WILLFUL MISCONDUCT, PROVIDED THAT IN NO EVENT SHALL SELLER'S LIABILITY EXCEED THE AMOUNT SET FORTH IN SECTION 9.5 ABOVE.
- (f) EXCEPT AS EXPRESSLY SET FORTH IN THIS AGREEMENT, BUYER WAIVES THE FOLLOWING, TO THE FULLEST EXTENT PERMITTED BY LAW:
 - (1) ANY CLAIMS ARISING FROM THE ADJUSTMENTS OR PRORATIONS OR ERRORS IN CALCULATING THE ADJUSTMENTS OR PRORATIONS THAT ARE OR MAY BE DISCOVERED AFTER CLOSING, WHICH CLAIMS SHALL BE RESOLVED IN ACCORDANCE WITH THE PROVISIONS OF SECTION 5.2 OF THIS AGREEMENT;
 - (2) ANY REMEDY OF ANY KIND THAT BUYER MIGHT OTHERWISE BE ENTITLED TO AT LAW OR EQUITY (INCLUDING, BUT NOT LIMITED TO, RESCISSION OF THIS AGREEMENT), EXCEPT AS EXPRESSLY PROVIDED IN THIS AGREEMENT;
 - (3) ANY RIGHT TO AVOID THE SALE OF THE PROPERTY OR REDUCE THE PRICE OR HOLD SELLER LIABLE FOR ANY CLAIMS ARISING OUT OF OR RELATED IN ANY WAY TO THE CONDITION, CONSTRUCTION, REPAIR, OR TREATMENT OF THE PROPERTY, OR ANY DEFECTS, APPARENT OR LATENT, THAT MAY NOW OR HEREAFTER EXIST WITH RESPECT TO THE PROPERTY, INCLUDING BUT NOT LIMITED TO ANY CLAIMS RELATING TO

ANY ORDINANCES AND ANY REPAIR COSTS
REQUIRED THEREUNDER;

- (4) ANY CLAIMS ARISING OUT OF OR RELATING IN ANY WAY TO ENCROACHMENTS, EASEMENTS, BOUNDARIES, SHORTAGES IN AREA OR ANY OTHER MATTER THAT WOULD BE DISCLOSED OR REVEALED BY A SURVEY OR INSPECTION OF THE PROPERTY OR SEARCH OF PUBLIC RECORDS;
- (5) ANY CLAIMS ARISING OUT OF OR RELATING IN ANY WAY TO THE SQUARE FOOTAGE, SIZE, OR LOCATION OF THE PROPERTY, OR ANY INFORMATION PROVIDED ON THE MULTIPLE LISTING SERVICE, OR BROCHURES OR WEB SITES OF SELLER OR SELLER'S AGENT OR LISTING BROKER OR ANY STATEMENTS, ACTIONS OR CONDUCT OF SELLER'S AGENT OR LISTING BROKER; AND
- (6) ANY CLAIMS ARISING OUT OF OR RELATING IN ANY WAY TO TENANTS OR OCCUPANTS OF THE PROPERTY OR INCOME, IF ANY, TO BE DERIVED FROM THE PROPERTY OR HAZARDOUS MATERIALS (AS DEFINED IN THIS AGREEMENT).

SELLER'S LIMITATION OF LIABILITY AND BUYER'S WAIVERS PROVIDED IN THIS AGREEMENT ARE A MATERIAL PART OF THE CONSIDERATION TO BE RECEIVED BY SELLER UNDER THIS AGREEMENT AS AGREED TO BY BUYER AND SELLER.

THE PROVISIONS OF THIS SECTION 13.16 SHALL SUPERSEDE ANY CONTRARY PROVISIONS IN OTHER SECTIONS OF THIS AGREEMENT. THIS PROVISION SHALL SURVIVE THE CLOSING OF THE TRANSACTION CONTEMPLATED HEREBY, OR THE EARLIER TERMINATION OF THE AGREEMENT, IF PERMITTED.

SELLER'S INITIALS  / _ BUYER'S INITIALS CR / _

- 13.17 **Broker.** Seller represents and warrants to Buyer that Seller has not incurred, and shall not have incurred as of the Closing, any liability for the payment of any brokerage fee or commission in connection with the transaction contemplated in this Agreement, other than to CBRE, INC. ("CBRE"). Seller shall pay a commission to CBRE at Closing pursuant to the terms of a separate written

agreement. Buyer represents and warrants to Seller that Buyer has not incurred, and shall not have incurred as of the Closing, any liability for the payment of any brokerage fee or commission in connection with the transaction contemplated in this Agreement. Seller and Buyer hereby agree to defend, indemnify and hold harmless the other from and against any and all claims of any other person claiming a brokerage fee or commission through the indemnifying party. The provisions of this Section 13.16 shall survive Closing or termination of this Agreement.

ARTICLE XIV.

ESCROW TERMS

The Escrow Agent shall hold the Deposit in escrow on the following terms and conditions:

- (a) The Escrow Agent shall deliver the Deposit to Seller or Buyer, as the case may be, in accordance with and subject to the terms and conditions of this Agreement.
- (b) Any notice to or demand upon the Escrow Agent shall be in writing and shall be sufficient only if received by the Escrow Agent within the applicable time periods set forth herein, if any. Notices to or demands upon the Escrow Agent shall be sent in accordance with Section 13.8 hereof, to the Contact Person and address set forth in the Defined Terms. Notices from the Escrow Agent to Seller or Buyer shall be delivered to them in accordance with Section 13.8 of this Agreement.
- (c) If the Escrow Agent shall have received notice signed by either party advising that litigation between the parties over entitlement to the Deposit has been commenced, the Escrow Agent shall, on demand of either party, deposit the Deposit with the clerk of the court in which such litigation is pending. If at any time the Escrow Agent is uncertain of its duties hereunder or if Escrow Agent for any other reason is no longer willing to serve as escrow agent, the Escrow Agent may, on notice to the parties, take such affirmative steps as it may, at its option, elect in order to terminate its duties as the Escrow Agent, including, but not limited to, the deposit of the Deposit with a court of competent jurisdiction and the commencement of an action for interpleader, the reasonable costs of which shall be borne by whichever of the parties is the losing party. Upon the taking by the Escrow Agent of such action described, the Escrow Agent shall be released of and from all liability hereunder as escrow agent, except for the gross negligence or willful misconduct of Escrow Agent.
- (d) The Escrow Agent shall not incur any liability in acting upon any signature, notice, demand, request, waiver, consent, receipt or other paper or document believed by the Escrow Agent to be genuine. The Escrow Agent may assume that any person purporting to give it any notice on behalf of any party in accordance with the provisions hereof has been duly

authorized to do so, or is otherwise acting or failing to act under this Section except in the case of the Escrow Agent's gross negligence or willful misconduct.

- (e) The terms and provisions of this Article shall create no right in any person or entity other than the parties and their respective successors and permitted assigns and no third party shall have the right to enforce or benefit from the terms hereof.
- (f) The Escrow Agent has executed this Agreement for the sole purpose of agreeing to act as such in accordance with the terms of this Agreement.

ARTICLE XV.

OTHER DISCLOSURES

- 15.1 Radon. Radon is a naturally occurring radioactive gas that when accumulated in a building in sufficient quantities may present health risks to persons who are exposed to it over time. Levels of radon that exceed federal and state guidelines may have been found in buildings in the state where the Property is located. Additional information regarding radon and radon testing may be obtained from your county or state health unit. Buyer represents and warrants that he/she/it has not relied on the accuracy or completeness of any representations that have been made by the Seller as to the presence of radon and that the Buyer has not relied on the Seller's failure to provide information regarding the presence or effects of any radon found on the Property. Real estate brokers and agents are not generally qualified to advise buyers on radon treatment or its health and safety risks.

ARTICLE XVI.

LITIGATION

- 16.1 Attorneys' Fees; Jurisdiction; Venue. In the event of any litigation arising out of or under this Agreement and/or out of Buyer's ownership, development or construction upon the Property, the prevailing party shall be entitled to collect from the non-prevailing party reasonable attorneys' fees and costs. Buyer and Seller hereby submit to the jurisdiction of the Civil Courts of the State and the United States District Courts located in the State in respect of any suit or other proceeding brought in connection with or arising out of this Agreement and venue shall be in the County of Santa Clara. The provisions of this Section shall survive Closing.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

Buyer and Seller have executed this Agreement as of the Execution Date.

SELLER:

**CITY OF SANTA CLARA, a chartered
California municipal corporation**

APPROVED AS TO FORM

Daniel Ballin
Daniel Ballin (Jul 10, 2024 17:43 PDT)

GLEN R. GOOGINS
City Attorney

ATTEST: Nora Pimentel
NORA PIMENTEL
City Clerk

Jovan Grogan
JOVAN GROGAN
City Manager
1500 Warburton Avenue
Santa Clara, CA 95050
Telephone: (408) 615-2210
Fax: (408) 241-6771

Date: 7/15/24

BUYER:

**FEATHER RIVER LAND TRUST,
A California Nonprofit Public Benefit Corporation**

By: Gary Pearce
Its: EXECUTIVE DIRECTOR

EXECUTION BY ESCROW AGENT

The Escrow Agent executes this Agreement for the purposes of acknowledging its Agreement to serve as escrow agent in accordance with the terms of the Agreement and to acknowledge receipt of the Deposit of ONE HUNDRED THOUSAND DOLLARS (if in the form of a check, subject to clearance) from Buyer as the Deposit due thereunder.

First American Title Company

By: _____

Date: _____, 2024

EXHIBIT A

LEGAL DESCRIPTION

Real property in the Unincorporated Area in County of Sierra and Lassen, State of California, described as follows:

PARCEL 1:

IN TOWNSHIP 22 NORTH, RANGE 17 EAST, MOUNT DIABLO MERIDIAN, ACCORDING TO THE OFFICIAL PLAT THEREOF.

SECTION 16: THE EAST 1/2 OF THE SOUTHWEST 1/4; THE SOUTHWEST 1/4 OF THE SOUTHWEST 1/4.

SECTION 17: THE SOUTH 1/2.

EXCEPTING FROM THE SOUTHWEST 1/4 OF SECTION 17, ALL THE COAL AND OTHER MINERALS AS RESERVED IN THE PATENT FROM THE UNITED STATES OF AMERICA TO JUANITA BEISEL, FORMERLY JUANITA MARCH, RECORDED APRIL 21, 1944, IN BOOK 30 OF OFFICIAL RECORDS, AT PAGE 201, WHICH PATENT PROVIDES AS FOLLOWS: "TOGETHER WITH THE RIGHT TO PROSPECT FOR, MINE, AND REMOVE THE SAME PURSUANT TO THE PROVISIONS AND LIMITATIONS OF THE ACT OF DECEMBER 29, 1916 (39 STAT. 862)."

SECTION 18: THE EAST 1/2 OF THE SOUTHEAST 1/4.

EXCEPTING THEREFROM ALL THE COAL AND OTHER MINERALS AS RESERVED IN THE PATENT FROM THE UNITED STATES OF AMERICA TO EVELYN MILLER, RECORDED APRIL 21, 1944 IN BOOK 30 OF OFFICIAL RECORDS, AT PAGE 199, WHICH PATENT PROVIDES AS FOLLOWS: "TOGETHER WITH THE RIGHT TO PROSPECT FOR, MINE, AND REMOVE THE SAME PURSUANT TO THE PROVISIONS AND LIMITATIONS OF THE ACT OF DECEMBER 29, 1916 (39 STAT. 862)."

SECTION 19: THE EAST 1/2.

EXCEPTING FROM THE NORTHWEST 1/4 OF THE NORTHEAST 1/4; THE SOUTH 1/2 OF THE NORTHEAST 1/4; AND THE SOUTHEAST 1/4 OF SECTION 19, ALL THE COAL AND OTHER MINERALS AS RESERVED IN THE PATENT FROM THE UNITED STATES OF AMERICA TO EVELYN MILLER, RECORDED APRIL 21, 1944, IN BOOK 30 OF OFFICIAL RECORDS, AT PAGE 199, WHICH PATENT PROVIDES AS FOLLOWS: "TOGETHER WITH THE RIGHT TO PROSPECT FOR, MINE, AND REMOVE THE SAME PURSUANT TO THE PROVISIONS AND LIMITATIONS OF THE ACT OF DECEMBER 29, 1916 (39 STAT. 862)."

SECTION 20: ALL.

EXCEPTING FROM THE SOUTHWEST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 20, ALL THE COAL AND OTHER MINERALS AS RESERVED IN THE PATENT FROM THE UNITED STATES OF AMERICA TO EVELYN MILLER, RECORDED APRIL 21, 1944, IN BOOK 30 OF OFFICIAL RECORDS, AT PAGE 199, WHICH PATENT PROVIDES AS FOLLOWS: "TOGETHER WITH THE RIGHT TO PROSPECT FOR, MINE, AND REMOVE THE SAME PURSUANT TO THE PROVISIONS AND LIMITATIONS OF THE ACT OF DECEMBER 29, 1916 (39 STAT. 862)."

SECTION 21: THE WEST 1/2 OF THE WEST 1/2; THE EAST 1/2 OF THE NORTHWEST 1/4; THE NORTHEAST 1/4 OF THE SOUTHWEST 1/4; AND THE NORTHWEST 1/4 OF THE NORTHEAST 1/4.

IN TOWNSHIP 22 NORTH, RANGE 17 EAST, MOUNT DIABLO MERIDIAN, ACCORDING TO THE OFFICIAL PLAT THEREOF.

SECTION 28: THE NORTHWEST 1/4; THE WEST 1/2 OF THE NORTHEAST 1/4; AND THE EAST 1/2 OF THE SOUTHWEST 1/4.

EXCEPTING THEREFROM ALL THE COAL AND OTHER MINERALS AS RESERVED IN THE PATENT FROM THE UNITED STATES OF AMERICA TO JUANITA BEISEL, FORMERLY JUANITA MARCH, RECORDED APRIL 21, 1944, IN BOOK 30 OF OFFICIAL RECORDS, AT PAGE 201, WHICH PATENT PROVIDES AS FOLLOWS: "TOGETHER WITH THE RIGHT TO PROSPECT FOR, MINE, AND REMOVE THE SAME PURSUANT TO THE PROVISIONS AND LIMITATIONS OF THE ACT OF DECEMBER 29, 1916 (39 STAT. 862)."

SECTION 29: THE WEST 1/2; THE SOUTHWEST 1/4; AND THE WEST 1/2 OF THE SOUTHEAST 1/4.

EXCEPTING FROM THE SOUTHWEST 1/4; AND THE WEST 1/2 OF THE SOUTHEAST 1/4 OF SECTION 29, ALL THE COAL AND OTHER MINERALS AS RESERVED IN THE PATENT FROM THE UNITED STATES OF AMERICA TO THOMAS P. WORDEN, RECORDED OCTOBER 21, 1935, IN BOOK 11 OF OFFICIAL RECORDS, AT PAGE 242, WHICH PATENT PROVIDES AS FOLLOWS: "TOGETHER WITH THE RIGHT TO PROSPECT FOR, MINE, AND REMOVE THE SAME PURSUANT TO THE PROVISIONS AND LIMITATIONS OF THE ACT OF DECEMBER 29, 1916 (39 STAT. 862)."

SECTION 30: THE EAST 1/2; THE SOUTHEAST 1/4 OF THE SOUTHWEST 1/4; AND THE SOUTHEAST 1/4 OF THE NORTHWEST 1/4.

EXCEPTING FROM THE SOUTHEAST 1/2 OF THE SOUTHEAST 1/4 OF SECTION , ALL THE COAL AND OTHER MINERALS AS RESERVED IN THE PATENT FROM THE UNITED STATES OF AMERICA TO THOMAS P. WORDEN, RECORDED OCTOBER 21, 1935, IN BOOK 11 OF OFFICIAL RECORDS, AT PAGE 242, WHICH PATENT PROVIDES AS FOLLOWS: "TOGETHER WITH THE RIGHT TO PROSPECT FOR, MINE, AND REMOVE THE SAME PURSUANT TO THE PROVISIONS AND LIMITATIONS OF THE ACT OF DECEMBER 29, 1916 (39 STAT. 862)."

ALSO EXCEPTING FROM THE NORTH 1/2 OF THE NORTHEAST 1/4 OF SECTION 30, ALL THE COAL AND OTHER MINERALS AS RESERVED IN THE PATENT FROM THE UNITED STATES OF AMERICA TO EVELYN MILLER, RECORDED APRIL 21, 1944, IN BOOK 30 OF OFFICIAL RECORDS, AT PAGE 199, WHICH PATENT PROVIDES AS FOLLOWS: "TOGETHER WITH THE RIGHT TO PROSPECT FOR, MINE, AND REMOVE THE SAME PURSUANT TO THE PROVISIONS AND LIMITATIONS OF THE ACT OF DECEMBER 29, 1916 (39 STAT. 862)."

SECTION 31: THE NORTHEAST 1/4 OF THE NORTHWEST 1/4; THE WEST 1/2 OF THE EAST 1/2; THE SOUTHEAST 1/4 OF THE SOUTHEAST 1/4; LOT 4; AND THE SOUTHEAST 1/4 OF THE SOUTHWEST 1/4.

IN TOWNSHIP 22 NORTH, RANGE 17 EAST, MOUNT DIABLO MERIDIAN, ACCORDING TO THE OFFICIAL PLAT THEREOF.

SECTION 32: LOTS 1, 2, 3, 4, 5, 6 AND 7; AND THE NORTHEAST 1/4 OF THE SOUTHWEST 1/4.

EXCEPTING FROM LOTS 1, 2, 3, 4, 5, 6 AND 7 OF SECTION 32 ALL THE COAL AND OTHER MINERALS AS RESERVED IN THE PATENT FROM THE UNITED STATES OF AMERICA TO THOMAS P. WORDEN, RECORDED OCTOBER 21, 1935, IN BOOK 11 OF OFFICIAL RECORDS, AT PAGE 242, WHICH PATENT PROVIDES AS FOLLOWS: "TOGETHER WITH THE RIGHT TO PROSPECT FOR, MINE, AND REMOVE THE SAME PURSUANT TO THE PROVISIONS AND LIMITATIONS OF THE ACT OF DECEMBER 29, 1916 (39 STAT. 862)."

SECTION 33: THE SOUTH 1/2.

PARCEL 2:

IN TOWNSHIP 22 NORTH, RANGE 17 EAST, MOUNT DIABLO MERIDIAN, ACCORDING TO THE OFFICIAL PLAT THEREOF.

SECTION 16: THE WEST 1/2 OF THE NORTHWEST 1/4 OF THE SOUTHWEST 1/4.

EXCEPTING THEREFROM ALL OIL, GAS, OIL SHALE, COAL, PHOSPHATE, SODIUM, GOLD, SILVER AND ALL OTHER MINERAL DEPOSITS AS RESERVED IN THE PATENT FROM THE STATE OF CALIFORNIA TO MARK J. RYAN AND CAMILLE RYAN, RECORDED MAY 09, 1960, IN BOOK 157 OF OFFICIAL RECORDS, AT PAGE 184, WHICH PATENT PROVIDES AS FOLLOWS: "THE RIGHT TO DRILL FOR AND EXTRACT SUCH DEPOSITS OF OIL AND GAS, OR GAS, AND TO PROSPECT FOR, MINE AND REMOVE SUCH DEPOSITS OF OTHER MINERALS FROM SAID LANDS AND TO OCCUPY AND USE SO MUCH OF THE SURFACE OF SAID LANDS AS MAY BE REQUIRED THEREFORE, UPON COMPLIANCE WITH THE CONDITIONS AND SUBJECT TO THE PROVISIONS AND LIMITATIONS OF CHAPTER 5, PART I, DIVISION 6 OF THE PUBLIC RESOURCES CODE AND FURTHER RESERVING IN THE PEOPLE THE ABSOLUTE RIGHT TO FISH THEREUPON AS PROVIDED BY SECTION 25 OF ARTICLE I OF THE CONSTITUTION OF THE STATE OF CALIFORNIA."

PARCEL 3:

A NON-EXCLUSIVE EASEMENT FOR ACCESS AND UTILITY PURPOSES, 60 FEET IN WIDTH, AS RESERVED IN THE DEED FROM FRANK C.

TROSI AND CAMILLE T. RYAN TO EDWARD L. HOOD, RECORDED MAY 19, 1977, IN BOOK 316 OF OFFICIAL RECORDS, AT PAGE 513.

PARCEL 4:

A NON-EXCLUSIVE EASEMENT FOR ROAD WAY AND UTILITY PURPOSES, 40 FEET IN WIDTH, AS CONTAIN IN THE DEED FROM BARRETT WILSON, ET AL, TO CAMILLE T. RYAN AND FRANK C. TROSI, RECORDED NOVEMBER 15, 1976, IN BOOK 308 OF OFFICIAL RECORDS, AT PAGE 657, AND IN THE DEED FROM ALFRED C. BERTOLINO, ET UX, TO CAMILLE T. RYAN AND FRANK C. TROSI, RECORDED NOVEMBER 15, 1976, IN BOOK 308 OF OFFICIAL RECORDS, AT PAGE 659.

PARCEL 5:

A NON-EXCLUSIVE EASEMENT FOR ROAD AND UTILITY PURPOSES OVER, UNDER AND ACROSS A STRIP OF LAND 60 FEET IN WIDTH, FROM THE NORTH LINE OF THE NORTHEAST 1/4 OF THE NORTHWEST 1/4 OF SECTION 9, TOWNSHIP 22 NORTH, RANGE 17 EAST, MOUNT DIABLO MERIDIAN, ACCORDING TO THE OFFICIAL PLAT THEREOF, SOUTHERLY THROUGH THE EAST 1/2 OF THE NORTHWEST 1/4 OF SAID SECTION 9 TO THE SOUTH LINE OF THE NORTHWEST 1/4 OF SAID SECTION 9.

PARCEL 6:

A NON-EXCLUSIVE EASEMENT FOR ROAD AND UTILITY PURPOSES OVER, UNDER AND ACROSS A STRIP OF LAND 60 FEET IN WIDTH, FROM THE WESTERLY TERMINUS OF THE EASEMENT RESERVED IN THE DEED RECORDED MAY 19, 1977, IN BOOK 316 OF OFFICIAL RECORDS, AT PAGE 513, WESTERLY TO THE EASEMENT DESCRIBED AS PARCEL 5 HEREIN.

APN/PARCEL ID(S): 147-040-002, 147-050-002, 147-050-003, 147-050-019, 147-050-020, 147-070-004, 147-070-005, 147-080-001, 147-080-003, 147-080-011, 147-080-014 and 147-080-015

EXHIBIT B

FORM OF GRANT DEED

RECORDING REQUESTED BY AND
WHEN RECORDED MAIL TO:

Attention:

MAIL TAX STATEMENT TO:

Attention:

(Space Above Line for Recorder's Use Only)

The undersigned grantor(s) declare(s):

Documentary transfer tax is: \$ _____

() Computed on full value of property conveyed, or

() Computed on full value less value of liens and encumbrances remaining at time of sale.

() Unincorporated area: () City of _____, and

GRANT DEED

FOR VALUE RECEIVED, the receipt and sufficiency of which are hereby acknowledged, **CITY OF SANTA CLARA ("Grantor")**, a chartered California municipal corporation, hereby grants to **[INSERT GRANTEE]**, all of that certain real property more particularly described in Schedule 1 attached hereto and incorporated herein by this reference, together with any and all tenements, hereditaments, easements, rights-of-way, appurtenances, development rights or intangible property anywise appertaining to the same.

Grantor disclaims any and all express or implied warranties regarding the Property other than the implied warranties stated in Section 1113 of the California Civil Code.

**CITY OF SANTA CLARA, a chartered
California municipal corporation**

APPROVED AS TO FORM

GLEN R. GOOGINS
City Attorney

ATTEST:

JÖVAN GROGAN
City Manager
1500 Warburton Avenue
Santa Clara, CA 95050
Telephone: (408) 615-2210
Fax: (408) 241-6771

NORA PIMENTEL
City Clerk

Date: _____

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

STATE OF CALIFORNIA)
)
COUNTY OF _____)

On _____, 2024 before me,
(here insert name and title of the officer), personally appeared

who proved to
me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the
within instrument and acknowledged to me that he/she/they executed the same in his/her/their
authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or
the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the
foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature

(Seal)

EXHIBIT C

FORM OF CERTIFICATE OF BUYER

[INSERT GRANTEE], the Buyer under that certain Agreement for Purchase and Sale of Property dated _____, 2024, by and between Buyer and Seller (the "**Agreement**") does hereby certify that all representations and warranties of Buyer set forth in the Agreement remain true in all material respects as of _____, 2024.

[INSERT GRANTEE]

By: _____

Name: _____

Title: _____

EXHIBIT D
FORM OF CERTIFICATE OF SELLER

CITY OF SANTA CLARA, a chartered California municipal corporation, the Seller under that certain Agreement for Purchase and Sale of Property dated _____, 2024, by and between Buyer and Seller (the "**Agreement**"), does hereby certify that all representations and warranties of Seller in Section 9.2 of the Agreement remain true in all material respects as of _____, 202__.

**CITY OF SANTA CLARA, a chartered
California municipal corporation**

APPROVED AS TO FORM

GLEN R. GOOGINS
City Attorney

ATTEST:

JOVAN GROGAN
City Manager
1500 Warburton Avenue
Santa Clara, CA 95050
Telephone: (408) 615-2210
Fax: (408) 241-6771

EXHIBIT E
PROPERTY INFORMATION

<u>407 Dutchman Rd Hazmat Report Following Fire Loss</u>
<u>APN Change</u>
<u>Assessors Maps 1</u>
<u>Assessors Maps 2</u>
<u>Assessors Maps 3.pdf</u>
<u>CMUA Notice of Delta Water Rights Proceeding 1995</u>
<u>Darwin Ceresola Agreement Executed</u>
<u>Darwin Ceresola Amendment No. 1</u>
<u>Easement - Not Executed</u>
<u>Easement 1976 Executed</u>
<u>Easement 1979</u>
<u>Easement 1992 Executed</u>
<u>Gold Fields Mining Soils Samples</u>
<u>Grant Deed 1977 2</u>
<u>Loyalton Boundary Exhibit</u>
<u>Loyalton Property Assessor Blocks</u>
<u>Loyalton Property Buildings pre and post fire</u>
<u>Loyalton Property Map</u>
<u>LOYALTON RANCH HOUSE & SURROUNDING PROPERTY</u>
<u>Plat Map - Loyalton</u>
<u>Record of Survey - Loyalton</u>
<u>SAMPLE LOCATION SEC 4 TOPO</u>
<u>SOIL SAMPLE GRID SEC 4 TOPO</u>
<u>Water Diversion Backup 1993</u>
<u>Water Diversion Fish and Game Letter 1993</u>
<u>Water Diversion letter 1991 With Calcs</u>
<u>Water Diversion letter 1991</u>
<u>Water Diversion Report January 1997</u>

EXHIBIT F

Form of Consent to Assignment

**CONSENT TO ASSIGNMENT AGREEMENT
BY AND BETWEEN THE
CITY OF SANTA CLARA, CALIFORNIA,
AND
[INSERT NAME OF ASSIGNOR]
AND
[INSERT NAME OF ASSIGNEE]**

PREAMBLE

This consent to assignment agreement ("Consent Agreement") is by and between the City of Santa Clara, California, a chartered California municipal corporation, with its principal place of business located at 1500 Warburton Avenue, Santa Clara, California 95050 ("City"), _____, a _____ Corporation, with its principal place of business located at _____ ("Assignor") and _____, a _____ Corporation, with its principal place of business located at _____ ("Assignee"), the intended successor in interest to _____. City, Assignor, and Assignee may be individually referred to in this Consent Agreement as a "Party" or collectively as the "Parties."

RECITALS

- A. City and Assignor entered into an agreement entitled, "Agreement by and Between the City of Santa Clara, California and [INSERT ASSIGNOR NAME]," dated _____ 200__ (the "Original Agreement") in which Assignor agreed to [INSERT TRANSACTION];
- B. Assignor desires to have the City consent to the assignment of all rights, obligations and interest in the Original Agreement from Assignor to Assignee, and Assignee desires to accept the assignment and assume the rights, obligations, and liabilities of Assignor under the Agreement on the Effective Date; and
- C. Subject to the terms and conditions of this Consent Agreement, City hereby consents to the assignment by Assignor of all its rights, obligations and interest in the Original Agreement to Assignee.

In consideration of the above referenced recitals and the following mutual covenants, commitments and obligations, the Parties agree, as follows:

CONSENT AGREEMENT PROVISIONS

1. Based on a written request received by the City from the Assignee, City hereby consents to the assignment of the Original Agreement and all of the rights, duties, obligations, and interest set forth therein from Assignor to Assignee.
2. City acknowledges and relies on this acceptance by Assignee of all of the rights, obligations and interest in the Original Agreement and the relinquishment of all such the rights, obligations and interest in the Original Agreement by Assignor. Assignee hereby accepts such assignment from Assignor, as of the Effective Date, and assumes and agrees to be bound by the Original Agreement, and agrees to perform all the duties and obligations and assume all liabilities and responsibilities of Assignor, except as set forth herein.
3. Upon the Effective Date, any pending debts or obligations due to City and those which subsequently arise or accrue from the terms and conditions of the Original Agreement shall become payable by Assignee to the City or its agents, or assigns.
4. This Consent Agreement embodies the entire agreement between City, Assignee and Assignor and all of its terms and conditions with respect to the assignment of the Original Agreement. No verbal agreements or conversation with any officer, agent or employee of City prior to execution of this Consent Agreement shall affect or modify any of the terms or obligations contained in this Consent Agreement. Any such verbal agreement shall be considered as unofficial information and in no way binding upon City.
5. This Consent Agreement may be executed in counterparts, each of which shall be deemed to be an original, but both of which shall constitute one and the same instrument; and, the Parties agree that signatures on this Consent Agreement, including those transmitted by facsimile, shall be sufficient to bind the Parties.

The Parties hereby acknowledge and accept the terms and conditions stated herein by the following signatures of their duly authorized representatives. The signature of the duly authorized representative of Assignee confirms its acceptance of the terms and conditions of the Original Agreement and the assignment of the Original Agreement from Assignor. The Effective Date is the date that the final signatory executes the Consent Agreement. It is the intent of the Parties that this Agreement shall become operative on the Effective Date.

CITY OF SANTA CLARA, CALIFORNIA
a chartered California municipal corporation

APPROVED AS TO FORM:

Dated: _____

Office of the City Attorney
City of Santa Clara

City Manager
1500 Warburton Avenue
Santa Clara, CA 95050
Telephone: (408) 615-2210
Fax: (408) 241-6771

“CITY”

Corporation,
a _____ Corporation
Dated: _____
By: _____

Title: _____

Address: _____

Telephone: _____

Facsimile: _____

Email Address: _____

“Assignor”

Corporation
a _____ Corporation
By: _____

Title: _____

Address: _____

Telephone: _____

Facsimile: _____

Email _____ Address: _____

“Assignee”