

AGREEMENT FOR ACQUISITION OF REAL PROPERTY

THIS AGREEMENT FOR ACQUISITION OF REAL PROPERTY AND TEMPORARY CONSTRUCTION EASEMENT (“Agreement”) is entered into this 23rd day of February 2021 (“Effective Date”), by and between the CITY OF ROCKLIN, (“PURCHASER”), a municipal corporation of the State of California, and Felora Corporation, a California corporation (“SELLER”). PURCHASER and SELLER may hereinafter be referred to as the “Parties.”

RECITALS

A. SELLER is the owner of the real property located at 3800 Rocklin Road, Rocklin, CA 95677, also known as Placer County Assessor’s Parcel Number 010-170-021 (“Property”).

B. PURCHASER desires to acquire in fee a portion of the Property more particularly described in Exhibit “A” and depicted in Exhibit “B” and an exclusive temporary construction easement more particularly described in Exhibit “A-1” and depicted in Exhibit “B-1,” all easements, hereditaments, and appurtenances belonging to or inuring to the benefit of SELLER and pertaining thereto as reflected in Exhibit “C” (all of the foregoing collectively hereinafter referred to as “Property Interest”), all attached hereto and by this reference made a part of this Agreement, for the PURCHASER’s Rocklin Road at Pacific Street Roundabout Project (“Project”), a public works project and public use.

C. On or about June 5, 2020, PURCHASER sent to SELLER a notice of PURCHASER’s intent to appraise the Property Interest for the purpose of initiating negotiations to acquire said interests for the Project, and pursuant to such notice, PURCHASER obtained an appraisal of the Property Interest.

D. Subject to the terms and condition hereof, SELLER desires to sell the PURCHASER the Property and the PURCHASER desires to purchase the Property from SELLER.

E. The PURCHASER will acquire the Property, which includes the real property and temporary construction easement interests generally depicted in the attached Exhibit “C.” Exhibit “C” reflects the area to be acquired in fee and reflected in the Grant Deed as well as the area to be acquired as an easement as reflected in the Temporary Construction Easement. The Temporary Construction Easement shall begin February 23, 2021 and terminate August 1, 2023.

NOW, in consideration of the mutual covenants and promises of the Parties, the Parties agree as follows:

1. CONVEYANCE OF THE PROPERTY. SELLER agrees to sell and convey to PURCHASER and PURCHASER agrees to purchase from SELLER upon the terms and conditions hereinafter set forth, all right, title, and interest of SELLER in and to the real property interests generally depicted in the attached Exhibit “C,” hereinafter referred to as the “Property.”

2. PURCHASE PRICE. The total purchase price to be paid by the PURCHASER through escrow for the Property is Seventy Six Thousand Two Hundred Fifty Dollars (\$76,250), the "Purchase Price." Parties agree that this Purchase Price includes all improvements and severance damages, if any.

3. ESCROW.

a) PURCHASER agrees to open escrow in accordance with this Agreement with Fidelity National Title Company (hereinafter referred to as "Escrow Agent"), located at 8525 Madison Avenue, Suite 110 Fair Oaks, CA 95628 within two (2) weeks of entering into this Agreement. This Agreement constitutes the joint escrow instructions of PURCHASER and SELLER, together with such additional instructions as may be executed by the Parties and delivered to the Escrow Holder. Escrow Holder to whom these instructions are delivered, is hereby empowered to act under this Agreement. The parties agree to do all acts reasonably necessary to close this escrow in the shortest possible time.

b) PURCHASER agrees to deposit Sixty One Thousand Dollars [\$61,000] (the "Deposit") to an account at such bank as designated by the Escrow Holder. Escrow Holder agrees to hold the Deposit in escrow pursuant to the terms of this Agreement. Any interest earned on the Deposit shall be deemed to be part of the Deposit and shall be paid together with the Deposit, it being understood and agreed that if the transaction contemplated under this Agreement closes, any interest earned on the Deposit shall be credited to the Purchase Price upon the Closing. The balance of the Purchase Price shall be deposited by PURCHASER's transfer of funds with Escrow Holder on or before the Closing Date, subject to any credits or apportionments as provided for under the terms of this Agreement.

c) Costs.

3.c.1. PURCHASER shall pay all Escrow fees, charges, and costs associated with this real estate transaction, including title insurance premiums.

3.c.2. CANCELLATION CHARGES. If the escrow fails to close by reason of a default by PURCHASER or SELLER hereunder, such defaulting party shall pay all escrow or other charges. If the escrow fails to close for any reason other than default by PURCHASER or SELLER, then PURCHASER shall pay such charges.

4. TEMPORARY CONSTRUCTION EASEMENT ("TCE") TERM.

a) The TCE shall remain in effect for a thirty-month period, or until a Notice of Completion of the Project has been filed by the PURCHASER, whichever occurs first, and shall expire no later than August 1, 2023.

b) Option to Extend. At the end of the initial term for the TCE set forth above, PURCHASER has the option to extend the term of the TCE on a month to month basis. The rate for the extended use of the TCE shall be \$175 per month. PURCHASER shall provide SELLER

with the written notice of its intent to extend the term of the TCE at least thirty (30) days prior to the expiration of the TCE.

5. ACCESS TO THE PROPERTY.

- a) At any time period prior to the Closing, PURCHASER, its agents, employees, consultants, inspectors, appraisers, engineers and contractors shall have the right to enter the Property to examine and inspect the same, as well as conduct such tests, studies, investigations and surveys as PURCHASER deems necessary in its sole discretion, to assess utility availability, soil conditions, environmental conditions, physical conditions and the like of the Property. In accessing the Property, PURCHASER shall comply with all applicable laws and regulations of application governmental authorities. In connection with such access, neither PURCHASER nor PURCHASER's representatives shall (1) unreasonably interfere with or permit unreasonable interference with any person providing service at the Property; or (2) unreasonably interfere with the business of SELLER conducted at the Property. PURCHASER shall schedule and coordinate access to the Property prior to Closing with SELLER and shall endeavor to provide the SELLER at least three prior business days prior notice thereof. SELLER shall allow PURCHASER's representatives unlimited access to the Property.
- b) In addition to the provisions of subdivision (a) hereof, PURCHASER and its agents, employees, or contractors shall have the right from the Effective Date until the Close of Escrow, to contact any federal, state, or local governmental authority or agency to investigate any matters relating to the Property. SELLER agrees to cooperate reasonably with PURCHASER and its agents, employees, or contractors in the inspection of the Property and agrees to deliver to PURCHASER all information in SELLER's possession or control pertaining to the condition of the Property, including engineering and environmental reports, studies, tests, monitoring results, and related documentation.
- c) PURCHASER agrees to indemnify and hold SELLER harmless from and against all losses, costs, damages, claims, liabilities or expenses (including, without limitation, reasonable and documented attorney's fees and court costs, but excluding consequential and indirect damages) incurred by SELLER arising from or by reason of PURCHASER or PURCHASER's authorized representatives access to, or inspections of the Property prior to the close of escrow, except to the extent any such losses, costs, damages, liabilities or expenses are caused by or resulting from (a) any acts or omissions of SELLER; (b) SELLER's negligence or willful misconduct; (c) any preexisting dangerous, illegal, or defective condition at the Property. The provisions of this Section shall survive 30 days following the termination of this Agreement.

6. RE-CONSTRUCTION OF OWNER'S REMAINDER PROPERTY. PURCHASER and its authorized agents and contractors are hereby granted permission to enter onto SELLER'S remainder property to reconstruct driveways, walkways, and appurtenant areas as necessary to conform to Project improvements. PURCHASER shall have sole and exclusive discretion to

determine if such re-construction shall occur. The cost of such re-construction of the SELLER'S remainder property shall be borne by PURCHASER.

7. HAZARDOUS MATERIALS/SUBSTANCES.

- a) As used in this Agreement, "hazardous materials or substance" means any chemical, compound, material, mixture, or substance that is now or may in the future be defined or listed in, or otherwise classified pursuant to any environmental laws as a "hazardous substance", "hazardous material", "hazardous waste", "extremely hazardous waste", "infectious waste", "toxic substance", "toxic pollutant", or any other formulation intended to define, list or classify substances by reason of deleterious properties such as ignitability, corrosivity, reactivity, carcinogenicity, or toxicity. The term "hazardous materials" shall also include asbestos or asbestos-containing materials, radon, chrome and/or chromium, polychlorinated biphenyls, petroleum, petroleum products or by-products, petroleum components, oil, mineral spirits, natural gas, natural gas liquids, liquefied natural gas, and synthetic gas usable as fuel, perchlorate, and methyl tert butyl ether, whether or not defined as a hazardous waste or hazardous substance in the environmental laws.

- b) To the fullest extent allowed by law, SELLER agrees to unconditionally and fully indemnify, protect, defend (with counsel satisfactory to PURCHASER), and hold PURCHASER and its elected and appointed officers, officials, employees, agents, consultants and contractors harmless from and against any and all claims (including without limitation third party claims for personal injury, real or personal property damage, or damages to natural resources), actions, administrative proceedings (including without limitation both formal and informal proceedings), judgments, damages, punitive damages, penalties, fines, costs (including without limitation any and all costs relating to investigation, assessment, analysis or cleanup of the Property), liabilities (including without limitation sums paid in settlements of claims), interest, or losses, including reasonable attorneys' and paralegals' fees and expenses (including without limitation any such fees and expenses incurred in enforcing this Agreement or collecting any sums due hereunder), together with all other costs and expenses of any kind or nature (collectively, the "Costs") that arise directly or indirectly from or in connection with the violation of environmental laws or the presence, suspected presence, release, or suspected release, of any hazardous materials in, on or under the Property or in or into the air, soil, soil gas, groundwater, or surface water at, on, about, around, above, under or within the Property, or any portion thereof, except those Costs that arise solely as a result of actions by PURCHASER. The indemnification provided in this paragraph shall apply to and include, but not be limited to, claims or actions brought by or on behalf of employees of SELLER or any of its predecessors in interest and SELLER hereby expressly waives any immunity to which SELLER may otherwise be entitled under any industrial or worker's compensation laws. In the event the PURCHASER suffers or incurs any Costs, SELLER shall pay to PURCHASER the total of all such Costs suffered or incurred by the

PURCHASER upon demand therefore by PURCHASER. The indemnification provided by this Section shall include, without limitation, all loss or damage sustained by the PURCHASER due to any hazardous materials: (a) that are present or suspected by a governmental agency having jurisdiction to be present in the Property or in the air, soil, soil gas, groundwater, or surface water at, on, about, above, under, or within the Property (or any portion thereof) or to have emanated from the Property, or (b) that migrate, flow, percolate, diffuse, or in any way move onto, into, or under the air, soil, soil gas, groundwater, or surface water at, on, about, around, above, under, or within the Property (or any portion thereof) after Effective Date as a result of SELLER's or its predecessors' activities on the Property. The provisions of this Section shall survive the termination of this Agreement and the Close of Escrow.

8. PRELIMINARY TITLE REPORT, EXCEPTIONS AND VIOLATIONS.

- a) By not later than seven (7) business days following the Effective Date, the PURCHASER may at its discretion obtain a Preliminary Title Report ("Title Report") for the Property, setting forth all liens, encumbrances, easements, restrictions, conditions, pending litigation, judgments, administrative proceedings, and other matters affecting SELLER's title to the Property.
- b) PURCHASER may approve or disapprove each exception shown on the Title Report and each encroachment, overlap, or boundary line dispute, or any other matter that materially and adversely affects title to the Property Interest or that violates any law, rule, or regulation (each an "Exception") within thirty (30) days following the Effective Date. PURCHASER's failure to object within said time period shall be deemed to be a disapproval of the Exceptions. The Exceptions approved by the PURCHASER hereunder shall be referred to as the "Approved Exceptions." PURCHASER shall have no need to object to any Mandatory Title Removal Item, which shall automatically be deemed Title Objections. Mandatory Title Removal Items shall mean collectively (i) any Title Objections which have been voluntarily recorded or otherwise placed, or permitted to be placed, by SELLER against the Property on or following the date hereof (other than with the prior written approval of PURCHASER); (ii) any deeds of trust, security instruments, financing statements, or other instruments which evidence or secure indebtedness, judgments and liens against the Property, including without limitation, mechanics liens, tax liens, an real estate taxes, in each case which are due and payable but which remain unpaid and/or of record as of the Closing Date; or (iii) any Title Objections which would not constitute a voluntary lien but which can be removed by the payment of a liquidated sum of money. If SELLER fails to discharge and remove record any Mandatory Title Removal items on or prior to the Closing Date, at PURCHASER's election, such failure shall constitute a SELLER default.
- c) If any Exception is disapproved or deemed disapproved (each a "Disapproved Exception"), the PURCHASER at its discretion may agree in writing to give the SELLER a specified

amount of time to allow the SELLER to cause each Disapproved Exception to be discharged, satisfied, released, or terminated, as the case may be, of record, and in a form that is reasonably satisfactory to PURCHASER and Escrow Holder all at SELLER's sole cost and expense. SELLER authorizes Escrow Holder to disburse from the cash portion of the Purchase Price and proceeds otherwise disburseable to SELLER upon Close of Escrow the sum sufficient to discharge any Disapproved Exception that may be discharged only by the payment of money. If SELLER is unable or unwilling to obtain a discharge, satisfaction, release, or termination of any Disapproved Exception within the time period specified by the PURCHASER, then the PURCHASER at its sole discretion may terminate this Agreement by giving SELLER written notice of termination. The PURCHASER at its sole discretion may choose to waive in writing any Disapproved Exception, in which event such Disapproved Exception shall be deemed an Approved Exception under this Agreement. If the PURCHASER terminates this Agreement pursuant to this subsection, then the Parties shall be relieved of all further obligations and liabilities to each other under this Agreement except as otherwise provided herein, and all funds and documents deposited in escrow shall be promptly refunded or returned, as the case may be, by Escrow Holder to the depositing party.

- d) Violations. SELLER shall pay all fines and penalties assessed against the Property for violations of law or municipal ordinances, orders, designations or requirements whatsoever noted in or issued by any federal, state, municipal or other governmental department or authority, including by not limited to any issued raises or violations discovered by an inspection of the Property or any condition or state of repair or disrepair of the Property, whether or not note, which, if noted, would result in a violation being placed on the Property.

9. CONDITIONS PRECEDENT TO PURCHASER'S OBLIGATIONS.

- a) PURCHASER's obligations with respect to the transactions contemplated by this Agreement are subject to the timely satisfaction (or waiver by PURCHASER) of the following conditions on or before the closing date:
 - 9.a.1. Escrow Agent shall obtain and deliver to PURCHASER no later than five (5) business days prior to the Close of Escrow, an irrevocable title commitment for a CLTA Owner's Title Insurance Policy ("Title Policy") (or at PURCHASER's election, an ALTA Owner's Title Insurance Policy) in the amount of the Purchase Price for the benefit and protection of PURCHASER, showing fee simple title to the Property Interest being acquired in fee, vested in PURCHASER, subject only to the Permitted Exceptions and the standard preprinted exceptions for the form of policy selected by PURCHASER, including such endorsements as may reasonably be requested by PURCHASER, and irrevocably committing the title company to issue the Title Policy to PURCHASER upon the Close of Escrow.
 - 9.a.2. SELLER shall have duly performed each and every covenant of SELLER hereunder.

9.a.3. All representations and warranties made by SELLER hereunder shall be true and correct as if made on and of the closing date.

9.a.4. The physical condition of the Property shall be in substantially the same condition as on the Effective Date.

9.a.5. SELLER shall have delivered to the Escrow Holder each of the items required to be delivered by SELLER.

b) If any one or more of the conditions set forth above are not satisfied or otherwise expressly waived in writing by PURCHASER on or prior to the Closing Date, PURCHASER may elect in PURCHASER's sole discretion, to terminate this Agreement in which event Escrow Holder shall return the Deposit to PURCHASER, upon such refund being made this Agreement shall terminate and the parties shall have no further liability hereunder except with respect to those obligations which expressly survive the termination of this Agreement.

c) The Closing shall constitute conclusive evidence that PURCHASER has waived any conditions set forth above, which are not satisfied as of the Closing, unless otherwise set forth in a separate writing.

10. CONDITIONS PRECEDENT TO SELLER'S OBLIGATIONS.

a) SELLER's obligations with respect to the transactions contemplated by the Agreement are subject to the timely satisfaction (or waiver by SELLER) of the following conditions on or before the Closing Date:

10.a.1. PURCHASER shall have duly performed in all material respects the covenants of PURCHASER hereunder.

10.a.2. PURCHASER's representations and warranties set forth in this Agreement shall be true and correct in all material respects as of the Closing Date as if made on and as of the Closing Date.

10.a.3. PURCHASER shall have delivered to escrow each of the items, including the balance of the Purchase Price, required to be delivered by PURCHASER pursuant to this Agreement.

b) If any one or more the of the conditions set forth above are not satisfied or otherwise expressly waived in writing by SELLER on or prior to the Closing Date, SELLER may elect, in SELLER's commercially reasonable discretion, to terminate this Agreement in which event Escrow Holder shall return the Deposit to PURCHASER, so long as PURCHASER is otherwise entitled thereto, and upon such refund being made this Agreement shall terminate, and the parties shall have no further liability hereunder except with respect to those obligations which expressly survive the termination of this Agreement.

c) The Closing shall constitute conclusive evidence that SELLER has waived any conditions set forth above which are not satisfied as of the Closing, unless set forth in a separate writing.

11. CLOSING

- a) Closing Date. The closing of the transaction contemplated by this Agreement shall occur at 12:00 pm on April 18, 2021, the “Closing Date,” through an escrow closing with the Escrow Holder in accordance with this provision and any other instructions to the Escrow Holder, which must be consistent with the terms of this Agreement (“Escrow Instructions”). In the event of any conflict between the provisions of this Agreement and any supplementary instructions, the terms of this Agreement shall control.
- b) Closing Extension. PURCHASER shall be entitled to extend the Closing Date two times for 45 days each, for a total of 90 days, by delivering written notice to the SELLER no later than ten business days prior to the scheduled Closing Date.
- c) SELLER’S Closing Deliverables. No later than one business day prior to the Closing Date, SELLER shall deliver or cause to be delivered to the Escrow Holder, one original (unless otherwise indicated) of the following, (collectively the “SELLER’s Closing Deliverables”):
 - 11.c.1. A grant deed “Deed” in substantially the form attached hereto and made a part hereof as Exhibit D, duly executed by SELLER with the appropriate acknowledgement form and otherwise in proper form for recording so as to convey title of the Property to PURCHASER, as required by this Agreement.
 - 11.c.2. A temporary construction easement (“TCE”) in the form attached hereto and made a part hereof as Exhibit E, duly executed by SELLER and otherwise in proper form for recording so as to convey the property interest to the PURCHASER, as required by this Agreement.
 - 11.c.3. Any other documents required by the Escrow Holder to close the real property transaction.
- d) Closing Statement. At least one business day prior to the Closing Date, Escrow Holder shall prepare and deliver for SELLER and PURCHASER’s review and approval a final closing statement for each party.
- e) Disbursements and Other Actions by Escrow Holder. At the Closing, Escrow Holder shall promptly undertake all of the following in the manner indicated:
 - 11.e.1. Record the Grant Deed and Temporary Construction Easement in the Official Records of Placer County, California, with no intervening liens between the effective date of the Title Commitment and the recording of the documents;
 - 11.e.2. Disburse the funds deposited with Escrow Holder in accordance with each party’s respective Closing Statement;
 - 11.e.3. Deliver to PURCHASER (i) a conformed copy of the Deed and Temporary Construction Easement showing the application recording information thereon; (ii) a copy of the final Closing Statement; and (iii) originals (or copies where originals are

not available) of each other non-recorded documents submitted into escrow by PURCHASER and SELLER; and
11.e.4. Deliver to PURCHASER the Title Policy.

12. CONVEYANCE OF TITLE TO PROPERTY INTEREST AND WORK TO BE PERFORMED BY THE PURCHASER.

- a) At Close of Escrow, SELLER agrees to convey to PURCHASER the Property Interest described in Exhibits “A” and “A-1” and depicted in Exhibits “B” and “B-1”. For the portion of Property being acquired in fee, SELLER agrees to convey by Grant Deed to PURCHASER marketable fee simple title to the fee area free and clear of all recorded and unrecorded liens, encumbrances, assessments, easements, leases, and taxes, EXCEPT:
 - 12.a.1. Covenants, conditions, restrictions and reservations of record contained in the Grant Deed.
 - 12.a.2. Easements or rights of way over said land for public or quasi-public utility or public street purposes, if any.
 - 12.a.3. All exceptions which are disclosed by the Title Report which are approved by PURCHASER in writing.
 - 12.a.4. Such other liens, encumbrances, reservations and restrictions as may be approved in writing by PURCHASER.

- b) The PURCHASER is performing for the Project in the Grant Deed and the Temporary Construction Easement areas at its sole cost and expense.

13. PAYMENT OF MORTGAGE OR DEED OF TRUST. All money payable under this Agreement, up to and including the total amount of unpaid principal and interest on any note secured by a mortgage or deed of trust, and all other amounts due and payable in accordance with the terms and conditions of the mortgage or trust deed shall, on demand with written support, be made payable to the mortgagee or beneficiary. The mortgagee or beneficiary shall furnish PURCHASER and SELLER with good and sufficient receipt showing the money credited against the indebtedness secured by the mortgage or deed of trust.

14. ACCESS. PURCHASER agrees to maintain access to and from Rocklin Road and/or Pacific Street and the Property for vehicular traffic during business hours and/or provide another entrance to the Property during construction of the Project.

15. NOTICE TO TENANTS. This agreement is expressly made between the PURCHASER and the SELLER. The PURCHASER has not reviewed, nor does it have access to any lease or rental agreements with any of SELLER’s tenants. SELLER is responsible for any notification to its tenants and for any terms of any lease or rental agreements between SELLER and its tenants.

16. RELEASE AND SELLER INDEMNIFICATION. Except for instances involving a breach by PURCHASER of its obligations under this Agreement, SELLER releases, remises, acquits and

forever discharges PURCHASER, its employees, agents, attorneys and other representatives (collectively "Released Parties") from and against any and all claims, causes of action, suits, legal or administrative orders or proceedings, demands, actual damages, punitive damages, losses, costs, liabilities and expenses, WHETHER KNOWN OR UNKNOWN, direct or indirect, foreseeable or unforeseeable, by any and all, current and/or future tenants, which concern or in any way relate to the PURCHASER's acquisition of the Property Interest, including, but not limited to, any and all claims for greater compensation, severance damages, litigation fees, costs, damages, loss of goodwill, real property, furniture, fixtures and equipment, and interest.

SELLER expressly waives any and all rights SELLER may have under § 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.

All of the provisions of this Section 16 shall survive the Close of Escrow.

17. LEASE WARRANTY. SELLER warrants that there are no oral leases on all or any portion of the property exceeding a period of one month. SELLER agrees to execute a complete, current, and correct statement of rentals (if any) on a form furnished to SELLER and deliver same to PURCHASER within fifteen (15) days after executing this Agreement with copies of any current written leases or rental agreements attached.

SELLER warrants that the rental statement (if any) referred to shall include the terms of all rental agreements, tenancies, and leases (written, unwritten, recorded, or unrecorded) and SELLER agrees to defend and hold PURCHASER harmless from all liability from any such leases or agreements. SELLER agrees to defend and hold PURCHASER harmless and reimburse PURCHASER for any and all of its losses and expenses occasioned by reason of any lease of the Property held by any tenant of SELLER for a period exceeding one month, if any.

18. LOSS OR DAMAGE. Loss or damage to the Property Interest area or any improvements thereon, by fire or other casualty, occurring prior to the recordation of the Grant Deed shall be at the risk of SELLER and the PURCHASER may elect to terminate this Agreement. In the event that loss or damage to the real property or any improvements thereon, by fire or other casualty, occurs prior to the recordation of the Grant Deed, PURCHASER may elect to require SELLER to assign or pay to PURCHASER the proceeds of any insurance which may become payable to SELLER, or to permit such proceeds to be used for the restoration of the damage done, if any.

19. WARRANTIES, REPRESENTATIONS, AND COVENANTS

- a) SELLER warrants, represents, and/or covenants to PURCHASER that:
- 19.a.1. To the best of SELLER's knowledge, there are no actions, suits, material claims, legal proceedings, or any other proceedings affecting the Property or any portion thereof, at law, or in equity before any court or governmental agency, domestic or foreign, including related to hazardous substances.
 - 19.a.2. SELLER has or will deliver or make available to PURCHASER complete copies of all due diligence materials to the extent in SELLER's possession or under SELLER's control with regard to the Property, and there are no other documents or due diligence information requested by PURCHASER, that have not been provided to PURCHASER.
 - 19.a.3. To SELLER's knowledge, none of such due diligence materials contains any untrue statement of a material fact or omits to state a fact necessary to make the statement of fact contained herein not misleading in any material respect.
 - 19.a.4. SELLER has not placed any and to SELLER's knowledge, there are no Hazardous Material installed, stored in, or otherwise existing at on, in, or under the Property in violation of any Environmental laws.
 - 19.a.5. SELLER has not filed any voluntary or had any involuntarily filed against it in any court or with any governmental body pursuant to any federal or state law, a petition in bankruptcy or insolvency; suffered an attachment or other judicial seizure of its assets; given notice to any person or governmental body of insolvency; or made an assignment for the benefit of its creditors or taken any other similar action for the protection or benefit of its creditors.
 - 19.a.6. The Property consists of a single legal lot or parcel. The Property is not encumbered by a declaration or other agreement transferring any development rights or air rights appurtenant to the Property to any other property.
 - 19.a.7. During the period from the effective date of this Agreement until the Closing Date, SELLER shall maintain the Property in good condition and state of repair and maintenance, and shall perform all of its obligations under any service contracts or other contracts affecting the Property.
 - 19.a.8. During the period from the effective date of this Agreement until the Closing Date, SELLER shall not do anything which would impair SELLER's title to any of the Property.
 - 19.a.9. To the best of SELLER's knowledge, neither the execution of this Agreement nor the performance of the obligations set forth in it will conflict with, or breach, any of the provisions of any bond, note, evidence of indebtedness, contract, lease, or other agreement or instrument to which SELLER's property may be bound.
 - 19.a.10. During the period from the effective date of this Agreement until the Closing Date, SELLER shall, upon learning of any fact or condition which would cause any of the warranties, representations and covenants in this Agreement not to be true, immediately give written notice of such fact or condition to PURCHASER.
 - 19.a.11. SELLER is not "foreign persons" within the meaning of §1445(f)(3) of the Internal Revenue Code of 1986, as amended, and does not have non-foreign status under California Revenue and Taxation Code §18692 and §18668.

- 19.a.12. No condition on the Property violates any health, safety, fire, environmental, sewage, building, or other federal, state, or local law, code, ordinance, or regulation.
- 19.a.13. SELLER shall not permit any liens, encumbrances, or easements to be placed on the Property, other than the Approved Exceptions, nor shall SELLER enter into any agreement regarding the sale, rental, management, repair, improvement, or any other matter affecting the Property that would be binding on PURCHASER or the Property after the Close of Escrow without the prior written consent of PURCHASER.
- 19.a.14. Any information that SELLER has delivered to PURCHASER, either directly or through SELLER's agents, is accurate and SELLER has disclosed all material facts concerning the operation, development, or condition of the Property.
- 19.a.15. SELLER is a corporation duly organized, validly existing, and in good standing under the laws of the State of California, is qualified to conduct business in the State of California, and has the requisite power and authority to enter into this Agreement and the instruments referenced herein, and to consummate the transactions contemplated hereby.
- 19.a.16. The execution, delivery, and performance of this Agreement by SELLER and all agreements, instruments, and documents herein provided to be executed by SELLER on the Closing Date: (i) do not violate the corporate documents of SELLER, or any contract, agreement, commitment, lease, order, judgment or decree to which SELLER is a party; and (ii) have been duly authorized by SELLER's corporation. The individuals executing this Agreement and the instruments referenced herein on behalf of SELLER have the legal power, right and actual authority to bind SELLER to the terms and conditions hereof and thereof. This Agreement is valid and binding upon SELLER, subject to bankruptcy, reorganization, and other similar laws affecting the enforcement of creditor's rights generally.
- 19.a.17. Neither the execution, delivery, or performance of this Agreement, nor the consummation of the transactions contemplated hereby is prohibited by or requires Seller to obtain any consent, authorization, approval or registration under any law, statute, rule, regulation, judgment, order, writ, injunction or decree which is binding upon SELLER which has not been previously obtained.
- 19.a.18. The representations and warranties of SELLER set forth herein shall survive the Closing and will not be affected by any investigation, verification, or approval by any party or anyone on behalf of any party to this Agreement.
- b) PURCHASER warrants, represents and/or covenants to SELLER that:
- 19.b.1. PURCHASER is duly organized validly existing, and in good standing under California law.
- 19.b.2. The execution, delivery and performance of this Agreement and any of the other documents executed and delivered on behalf of PURCHASER have been duly and validly authorized by all necessary action and proceedings.
- 19.b.3. The person executing this Agreement is duly appointed and authorized by

PURCHASER to execute such documents.

19.b.4. No consent from or notice to any governmental authority, other than the City Council of the City of Rocklin, or any other person or entity is required to permit PURCHASER to execute, deliver and perform this Agreement in accordance with its terms.

20. POSSESSION It is agreed and confirmed by the parties hereto that notwithstanding other provisions in this contract, the right of possession and use of the subject property by the City, including the right to remove and dispose of improvements, shall commence on the date the amount of funds as specified in Clause 2 Purchase Price herein are deposited into the escrow controlling this transaction. The amount shown in Clause 2 Purchase Price herein includes, but is not limited to, full payment for such possession and use, including damages, if any, from said date.

21. REMEDIES

- a) If PURCHASER defaults in the observance or performance of PURCHASER's obligations under this Agreement without good cause, and the Closing does not occur as a result thereof, SELLER's sole and exclusive remedy shall be to retain the Deposit plus any accrued interest thereon, if any, as and for full and complete liquidated and agreed damages for a PURCHASER default., and the parties shall be released from further liability to each other hereunder, except for those obligations and liabilities that are expressly stated to survive termination of this Agreement. SELLER AND PURCHASER AGREE THAT IT WOULD BE IMPRACTICAL AND EXTREMELY DIFFICULT TO ESTIMATE THE DAMAGES WHICH SELLER MAY SUFFER UPON A PURCHASER DEFAULT AND THAT THE DEPOSIT AND ANY INTEREST EARNED THEREON, AS THE CASE MAY BE, REPRESENTS A REASONABLE ESTIMATE OF THE TOTAL NET DETRIMENT THAT SELLER WOULD SUFFER UPON A PURCHASER DEFAULT. SUCH LIQUIDATED AND AGREED DAMAGES ARE NOT INTENDED AS A FORFEITURE OR PENALTY WITHIN THE MEANING OF APPLICABLE LAW, BUT IS INTENDED TO CONSTITUTE LIQUIDATED DAMAGES TO SELLER PURSUANT TO CALIFORNIA CIVIL CODE SECTIONS 1671, 1676, AND 1677.
- b) If SELLER breaches any of its representation or warranties or fails to perform any of the covenants or agreements contained herein which are to be performed by SELLER, PURCHASER shall have the right to exercise any or all of the following remedies: (i) waive such failure and proceed to the Closing with no reduction in the Purchase Price; provided, however, that this provision will not limit PURCHASER's right to received reimbursement for attorneys' fees in connection with any legal proceedings instituted by either party or Escrow Holder with respect to the enforcement of this Agreement, nor waive or affect SELLER's indemnity obligations under this Agreement or

PURCHASER's rights to enforce those indemnity obligations, nor waive or affect any of SELLER's other obligations under this Agreement to be performed after the Closing or PURCHASER's rights to enforce those obligations; (ii) exercise any of its other rights or remedies PURCHASER may have at law or in equity, including without limitation the filing of an action for specific performance to cause SELLER to convey the Property to PURCHASER pursuant to the terms and conditions of this Agreement; or (iii) terminate this Agreement by notice to SELLER and Escrow Holder to that effect, to recover the full amount of the Deposit and all earnings thereon, and to recover all damages and seek such other relief at law or in equity to which PURCHASER may be entitled as a result of SELLER's breach.

22. AUTHORITY; DUE EXECUTION; ENFORCEABILITY. SELLER has the full right, power and authority to execute, deliver and perform all obligations of SELLER under this Agreement and all other instruments delivered or to be delivered by SELLER prior to the Close of Escrow, and the execution, performance and delivery of this Agreement and the instruments by SELLER have been duly authorized by all requisite actions. The persons executing this Agreement and the instruments on behalf of SELLER have been duly authorized to do so. This Agreement and said instruments constitute valid and binding obligations of SELLER, enforceable in accordance with their respective terms.

23. NO CONFLICT. SELLER's execution, delivery and performance of its obligations under this Agreement and any other documents will not constitute a default or a breach under any contract, agreement or order to which SELLER is a party, by which SELLER is bound, or which affects the Property or any part thereof. Without limiting the generality of the foregoing, the sale of the Property Interest pursuant to this Agreement does not violate the terms of any partnership, limited liability company agreement, or other agreement to which SELLER or any of the individuals comprising SELLER is a party, nor is the consent of any third party required for the sale of the Property Interest pursuant to this Agreement.

24. BROKERS. The parties hereto warrant and represent to the other that no person or entity can properly claim a right to a real estate commission, brokerage fee, finder's fee, or other compensation with respect to the transaction contemplated by this Agreement. Each party agrees to indemnify and hold harmless the other party from any claims, expenses, costs or liabilities arising in connection with a breach of this warranty and representation. The terms of this Section shall survive the expiration or earlier termination of this Agreement.

25. CONTINGENCY. It is understood and agreed between the Parties that the completion of this transaction, and the escrow created hereby, is contingent upon the specific acceptance and approval of the PURCHASER of this Agreement. The execution of this document and the delivery of same to Escrow Agent constitutes said acceptance and approval.

26. COUNTERPARTS. This Agreement may be executed in counterparts, each of which so executed shall, irrespective of the date of its execution and delivery, be deemed an original, and all such counterparts together shall constitute one and the same instrument.

27. SUCCESSORS. This Agreement shall inure to the benefit of and shall be binding on the Parties to this Agreement and their respective heirs, executors, administrators, assigns and successors.

28. ATTORNEYS' FEES. If litigation is commenced between the Parties concerning the interpretation or enforcement of this Agreement, the prevailing party in that litigation shall be entitled to recover from the non-prevailing party all reasonable attorneys' fees and costs. "Prevailing Party" shall include, without limitation, a party who dismisses an action in exchange for sums allegedly due; the party who receives performance from the other party for an alleged breach of contract or a desired remedy where the performance is substantially equal to the relief sought in an action; or, the party determined to be the prevailing party by a court of law.

29. NOTICES. Notices and other deliveries pursuant to this Agreement may be delivered by private messenger service, overnight mail, hand service or facsimile. Any notice or document required or permitted to be delivered by either party shall be in writing and shall be deemed to be given on the date received by (or on the date receipt was refused by) the party; provided, however, that all notices and documents delivered by overnight service shall be deemed received the next business day after deposit with a reputable overnight courier or delivery service for overnight delivery.

The address of the Parties shall for all purposes be the following, unless otherwise changed by the party by notice to the other as provided in this paragraph:

TO PURCHASER:
CITY of Rocklin
Attention: Aly Zimmermann
3970 Rocklin Road
Rocklin, CA 95677
(916) 625-5583
Alyz@rocklin.ca.us

TO SELLER:
Felora Corporation
4819 Cypress Avenue
Carmichael, CA 95608
(916) 628-9385
melodyiranpour@gmail.com

30. ENTIRE AGREEMENT. This Agreement, its exhibits, and the documents referenced herein contain the entire agreement between the Parties to this Agreement and it shall not be modified in any manner except by an instrument in writing executed by the Parties or their respective successors-in-interest. Neither party relies upon any warranty or representation not contained in this Agreement.

31. SEVERABILITY. If any term, provision, or condition of this Agreement is held by a court of competent jurisdiction to be invalid or unenforceable, the remainder of this Agreement shall

continue in full force and effect unless the rights and obligations of the Parties have been materially altered or abridged thereby.

32. NO THIRD-PARTY BENEFICIARIES. Nothing in this Agreement is intended to or shall confer upon any person, other than the Parties and their respective successors and assigns, any rights or remedies hereunder.

33. NON-LIABILITY OF OFFICIALS, EMPLOYEES AND AGENTS. No member, official, employee or agent of PURCHASER shall be personally liable to SELLER or its successors in interest in the event of any default or breach by PURCHASER or for any amount which may become due to SELLER or its successors in interest pursuant to this Agreement.

34. TIME OF THE ESSENCE. Time is of the essence for each condition, term, obligation and provision of this Agreement.

35. WAIVERS; MODIFICATION. No waiver of any breach of any covenant or provision of this Agreement shall be deemed a waiver of any other covenant or provision hereof, and no waiver shall be valid unless in writing and executed by the waiving party. An extension of time for performance of any obligation or act shall not be deemed an extension of the time for performance of any other obligation or act, and no extension shall be valid unless in writing and executed by the waiving party. This Agreement may be amended or modified only by a written instrument executed by the Parties.

36. PROVISIONS NOT MERGED WITH DEEDS. None of the provisions, terms, representations, warranties and covenants of this Agreement are intended to or shall be merged by the Grant Deed, if any, and neither the Grant Deed nor any other document shall affect or impair the provisions, terms, representations, warranties and covenants contained herein.

Without limiting the generality of the foregoing:

- i) SELLER's representations, warranties and covenants contained herein shall survive the Close of Escrow;
- ii) All provisions of this Agreement that expressly state that they shall survive the Close of Escrow and the termination of this Agreement, shall do so; and
- iii) PURCHASER and SELLER intend that the disclosures, indemnities, and releases provided in this Agreement will survive the termination of this Agreement, the Close of Escrow and the transfer of the Property to PURCHASER.

37. CAPTIONS; CONSTRUCTION. The section headings used herein are solely for convenience and shall not be used to interpret this Agreement. The Parties acknowledge that this Agreement is the product of negotiation and compromise on the part of both Parties, and the Parties agree, that since both Parties have participated in the negotiation and drafting of this Agreement, this

Agreement shall not be construed as if prepared by one of the Parties, but rather according to its fair meaning as a whole, as if both Parties had prepared it.

38. ACTION OR APPROVAL. Where action and/or approval by PURCHASER is required under this Agreement, PURCHASER's Manager may act on and/or approve such matter unless the PURCHASER Manager determines in his or her discretion that such action or approval requires referral to the City Council for consideration.

39. GOVERNING LAW; VENUE. This Agreement shall be governed by and construed in accordance with the laws of the State of California without regard to principles of conflicts of laws. PURCHASER and SELLER agree that any controversy arising under or in relation to this Agreement shall be litigated exclusively in the Placer County (the "Property Jurisdiction"). The state and federal courts and authorities with jurisdiction in the Property Jurisdiction shall have exclusive jurisdiction over all controversies which shall arise under or in relation to this Agreement. PURCHASER and SELLER each irrevocably consent to service, jurisdiction, and venue of such courts for any such litigation, and waive any other venue to which such party might be entitled by virtue of domicile, habitual residence or otherwise. The provisions of this Section shall survive the Close of Escrow and the termination of this Agreement.

40. TIME FOR PERFORMANCE. When the time for performance of any obligation under this Agreement is to be measured from another event, such time period shall include the day of the other event. If the day of the time for performance is not a regular business day, then the time for such performance shall be by the regular business day following such day.

41. FURTHER ASSURANCES. PURCHASER and SELLER each agree to undertake such other actions as may reasonably be necessary to carry out the intent of this Agreement, including without limitation, the execution of any additional documents which may be required to effectuate the transactions contemplated hereby.

Remainder of page intentionally left blank

IN WITNESS WHEREOF, the PURCHASER of Rocklin, a municipal corporation, has authorized the execution of this Agreement by its PURCHASER Manager and attestation by its Clerk by Resolution No. _____, adopted by the City Council of the City of Rocklin on the _____ day of _____, 20_____, and PURCHASER having caused this Agreement to be duly executed.

**PURCHASER:
THE CITY OF ROCKLIN**

Dated: _____

By: _____
Aly Zimmermann, City Manager

**SELLER:
FELORA CORPORATION**

Dated: _____

By: _____
Felora Iranpour
President, Felora Corporation

Dated: _____

By: _____
Felora Corporation

Exhibit "A"
Legal Description for Fee Acquisition

LEGAL DESCRIPTION

Exhibit "A"

A portion of the land situated in the City of Rocklin, County of Placer, State of California described in Document 2004-0013813, Official Records of Placer County, more particularly described as follows:

COMMENCING at the west corner of said land and southeast line of Pacific Street; thence along said southeast line North 29°00'29" East 109.25 feet to the **POINT OF BEGINNING**; thence along said southeast line North 29°00'29" East 19.75 feet to the beginning of 25.00 feet radius curve; thence northerly and easterly along said curve to the right through a central angle of 90°00'00", 39.27 feet to the southwest line of Rocklin Road; thence along said southwest line South 60°59'31" East 26.93 feet to a point of cusp and beginning of a 118.06 feet radius non-tangent curve, concave southwest, the center of which bears South 09°44'21" West; thence westerly along said curve through a central angle of 10°27'12", 21.54 feet to the beginning of a 9.50 feet radius non-tangent curve, concave southeast the center of which bears South 00°47'02" East; thence along westerly along said curve through a central angle of 14°40'23", 2.43 feet; thence South 74°32'36" West 22.13 feet to the beginning of a 88.50 feet radius curve; thence along said curve to the left through a central angle of 15°29'54", 23.94 feet to the **POINT OF BEGINNING**.

Containing 755 square feet (0.017 acres), more or less.

Attached hereto is a plat labeled "Exhibit B" and by this reference made a part hereof. All bearings shown herein are grid, California Coordinate System of 1983, Zone 2, North American Datum of 1983, Epoch Date: 2010.00.

Rotate bearings of Document 2004-0013813, Official Records of Placer County, 00°19'31" counterclockwise to match this legal description.

END OF DESCRIPTION

This real property description has been prepared by me, or under my direction, in conformance with the Professional Land Surveyors Act.



Christopher B. Curtis, PLS No. 7579

Date



Exhibit "B" Plat Map for Fee Acquisition

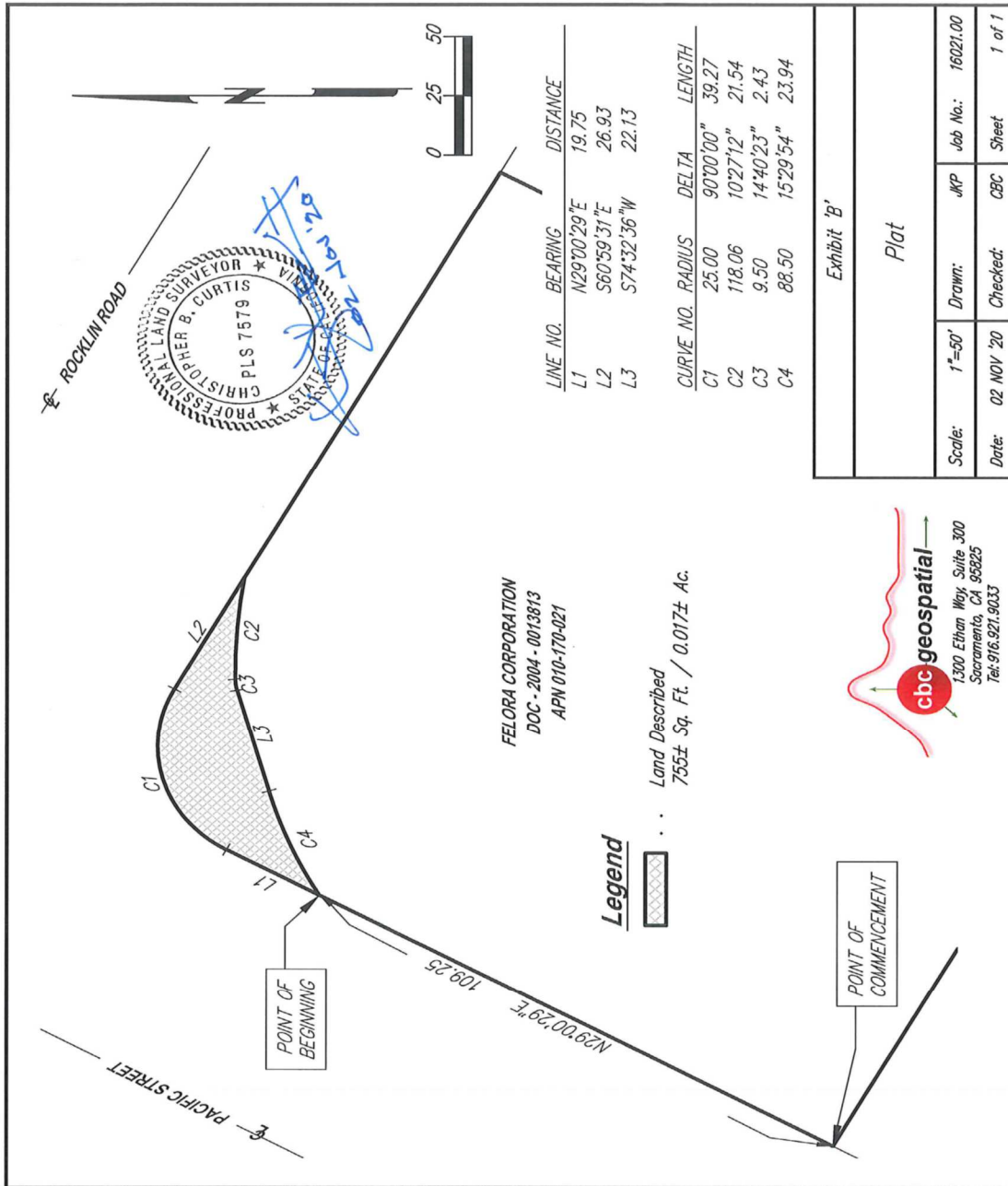


Exhibit "A-1"
Legal Description for Temporary Construction Easement

LEGAL DESCRIPTION

Exhibit "A"

A portion of the land situated in the City of Rocklin, County of Placer, State of California described in Document 2004-0013813, Official Records of Placer County, more particularly described as follows:

Temporary Construction Easement

COMMENCING at the west corner of said land and southeast line of Pacific Street; thence along said southeast line North 29°00'29" East 18.97 feet to the **POINT OF BEGINNING**; thence leaving said southeast line South 62°20'09" East 8.55 feet; thence North 27°39'51" East 45.00 feet; thence North 24°30'39" East 31.75 feet; thence North 65°07'59" East 8.57 feet; thence North 60°34'31" East 40.85 feet; thence North 55°54'30" East 3.61 feet; thence South 82°32'30" East 26.76 feet; thence South 60°59'31" East 18.25 feet; thence South 29°00'29" West 6.90 feet; thence South 60°59'31" East 50.00 feet; thence North 29°00'29" East 10.31 feet to the southwest line of Rocklin Road; thence along said southwest line North 60°59'31" West 74.29 feet to the beginning of a 118.06 feet radius non-tangent curve, concave southwest, the center of which bears South 09°44'21" West; thence westerly along said curve through a central angle of 10°27'12", 21.54 feet to the beginning of a 9.50 feet radius non-tangent curve, concave southeast the center of which bears South 00°47'02" East; thence westerly along said curve through a central angle of 14°40'23", 2.43 feet; thence South 74°32'36" West 22.13 feet to the beginning of a 88.50 feet radius curve; thence along said curve to the left through a central angle of 15°29'54", 23.94 feet to the southeast line of Pacific Street; thence along said southeast line South 29°00'29" West 90.28 feet to the **POINT OF BEGINNING**.

Containing 1,772 square feet (0.041 acres), more or less.

Attached hereto is a plat labeled "Exhibit B" and by this reference made a part hereof. All bearings shown herein are grid, California Coordinate System of 1983, Zone 2, North American Datum of 1983, Epoch Date: 2010.00.

Rotate bearings of Document 2004-0013813, Official Records of Placer County, 00°19'31" counterclockwise to match this legal description.

END OF DESCRIPTION

This real property description has been prepared by me, or under my direction, in conformance with the Professional Land Surveyors Act.


Christopher B. Curtis, PLS No. 7579 Date 26 OCT '20



Exhibit "B-1"
Plat Map for Temporary Construction Easement

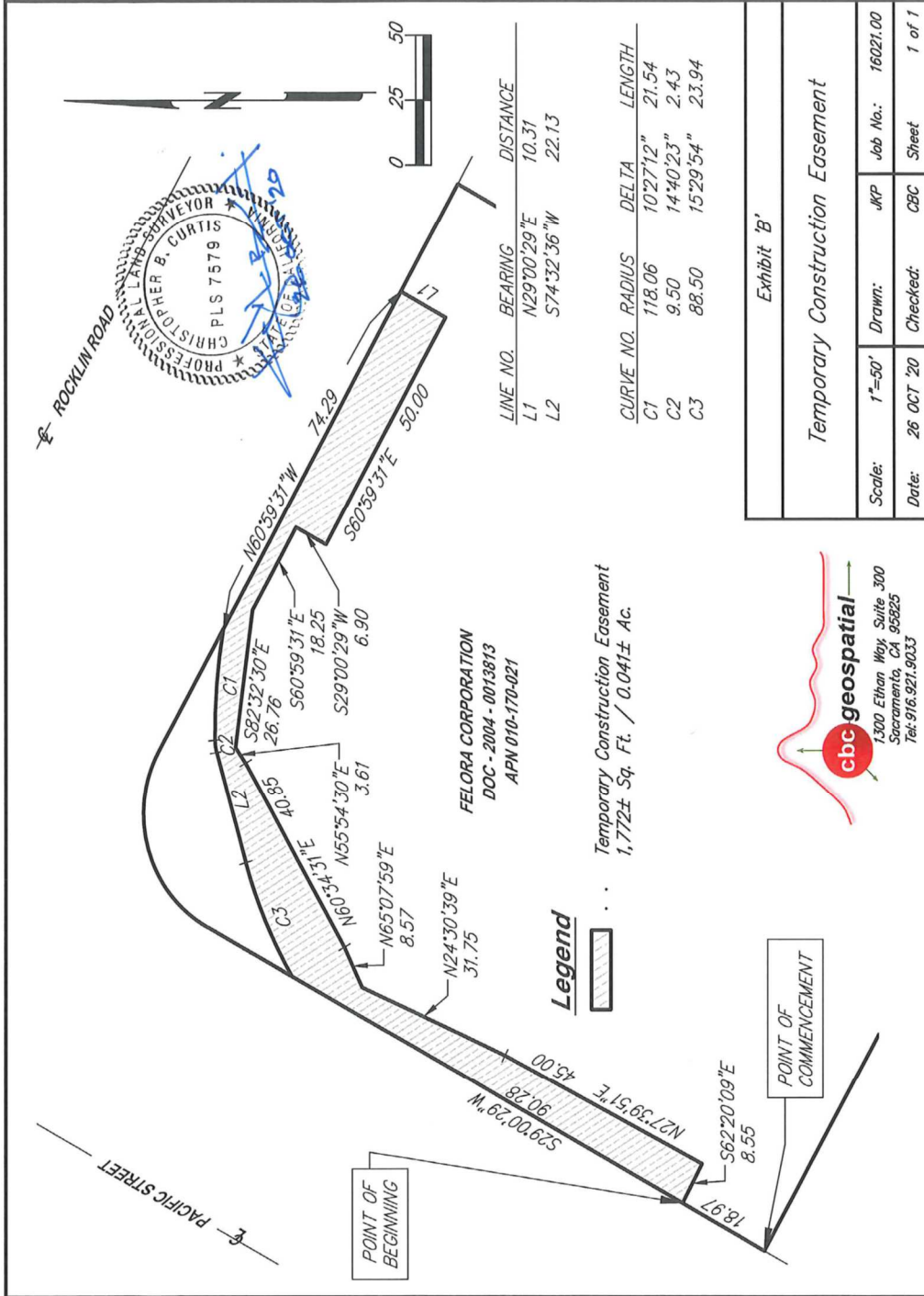


Exhibit 'B'			
Temporary Construction Easement			
Scale:	1"=50'	Drawn:	JKP
Date:	26 OCT '20	Checked:	CBC
		Job No.:	16021.00
		Sheet	1 of 1

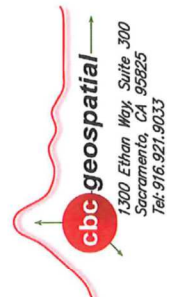


Exhibit "C"
Owner Exhibit



ROW AND TCE EXHIBIT
OCTOBER 2020

Exhibit "D"
Grant Deed

RECORDING REQUESTED BY
AND WHEN RECORDED RETURN TO:

CITY OF ROCKLIN
3970 Rocklin Road
Rocklin, CA 95677
Attention: City Clerk

NO FEE DOCUMENT per Government Code 6103, 27383
R&T 11922 DEED TO PUBLIC AGENCY, -0- TRANSFER TAX DUE

SPACE ABOVE FOR RECORDER'S USE ONLY

PROJECT: Rocklin Road at Pacific Street Roundabout Project
ADDRESS: 3800 Rocklin Road, Rocklin, CA 95677
APN: 010-170-021

GRANT DEED

FOR VALUABLE CONSIDERATION, receipt and sufficiency of which are hereby acknowledged, **Felora Corporation a California corporation** ("GRANTOR") hereby grants to the **CITY OF ROCKLIN, a municipal corporation of the State of California** ("GRANTEE"), its successors and assigns, that certain real property located at 3800 Rocklin Road, in the City of Rocklin, County of Placer, State of California, with Assessor's Parcel Number 010-170-021, described in Exhibit "A" and depicted in Exhibit "B," attached hereto and incorporated herein by reference.

IN WITNESS WHEREOF, GRANTOR has executed this Grant Deed as of ____ day of _____,
20____.

GRANTOR: Felora Corporation, a California corporation

By: _____

Printed: _____

Its: _____

Exhibit "E"
Temporary Construction Easement Deed

RECORDING REQUESTED BY
AND WHEN RECORDED RETURN TO:

CITY OF ROCKLIN
3970 Rocklin Road
Rocklin, CA 95677
Attention: City Clerk

SPACE ABOVE FOR RECORDER'S USE ONLY

NO FEE DOCUMENT per Government Code 6103, 27383
R&T 11922 DEED TO PUBLIC AGENCY, -0- TRANSFER TAX DUE

PROJECT: Rocklin Road at Pacific Street Roundabout Project
ADDRESS: 3800 Rocklin Road, Rocklin, CA 95677
APN: 010-170-021

TEMPORARY CONSTRUCTION EASEMENT

FOR VALUABLE CONSIDERATION, receipt and sufficiency of which are hereby acknowledged, **Felora Corporation, a California Corporation ("GRANTOR")**, hereby Grant(s) to the **CITY OF ROCKLIN, a municipal corporation of the State of California ("GRANTEE")**, an exclusive TEMPORARY CONSTRUCTION EASEMENT ("EASEMENT"), inclusive of ingress and egress, to support the construction, reconstruction, installation, improvement, repair, inspection, expansion, and maintenance of public right-of-ways, utilities, landscape improvements, and necessary appurtenances thereto, on, over, and under (including the right to re-grade the underlying property to conform to the grade of the adjacent street) across a portion of GRANTOR'S real property located at 3800 Rocklin Road, in the City of Rocklin, County of Placer, State of California, more particularly described on the legal description attached herein as Exhibit "A," incorporated herein by this reference, and as depicted in the plat map attached hereinto as Exhibit "B," incorporated herein by this reference.

Said easement shall remain in effect until such time as the construction of the Rocklin Road at Pacific Street Roundabout Project is completed and public traffic is routed thereon and in any event shall cease and terminate not later than August 1, 2023.

Executed this ____ day of _____, 20 ____.

GRANTOR: Felora Corporation, a California Corporation

By: _____

Name: _____

Its: _____