

PURCHASE AND SALE AGREEMENT AND JOINT ESCROW INSTRUCTIONS

DATED AS OF _____, 2022

BY AND BETWEEN

**CITY OF ROSEVILLE,
A MUNICIPAL CORPORATION
("SELLER")**

AND

**BRIDGE HOUSING CORPORATION, A NONPROFIT PUBLIC BENEFIT CORPORATION, OR ITS
ASSIGNEE
("PURCHASER")**

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EXHIBITS

- A Legal Description
- B HCD Form Covenant and Restriction
- C General Assignment
- D Predevelopment Schedule of Performance
- E Reserved
- F Grant Deed
- G Affidavit of Non-Foreign Status

PURCHASE AND SALE AGREEMENT AND JOINT ESCROW INSTRUCTIONS

THIS PURCHASE AND SALE AGREEMENT AND JOINT ESCROW INSTRUCTIONS (this “Agreement”) is dated as of _____, 2022 (the “Effective Date”) and is entered into by and between THE CITY OF ROSEVILLE, a municipal corporation (“Seller”), and BRIDGE HOUSING CORPORATION, a California nonprofit public benefit corporation, or its assignee (“Purchaser”).

RECITALS

This Agreement is entered into on the basis of the following facts, understandings and intentions of the parties:

A. Seller is the owner of the real property located in the City of Roseville, County of Placer, California, commonly referred to as 505 Royer Street, APN 013-290-005-000, comprising +/- 0.38 acres, and 300 Taylor Street, APN 013-290-006-000, comprising +/- 0.78 acres, as more particularly described in Exhibit A attached hereto and made a part hereof (the “Land”). The Land is unimproved.

B. Seller has adopted City Council Resolution Number 19-447, declaring the Land as surplus land as described in Government Code 37364, which determination is in accordance to the California Department of Housing and Community Development (“HCD”) guidelines and Government Code 54220 et seq. (“Surplus Land Act”). Seller has determined that the Land can be used to provide housing affordable to persons and families of low or moderate income as defined by Section 50093 of the California Health and Safety Code and that this use is in Seller’s best interests, and has further resolved pursuant to City Council Resolution Number _____, adopted on _____ to sell to Purchaser the Property, as defined in Section 1.2 below, for such use. Seller and Purchaser have negotiated in good faith and pursuant to the requirements established by the Surplus Land Act, including Seller’s conformance with HCD’s 60-day Notice of Availability process and, having received a Notice of Interest from Purchaser, HCD’s at least 90-day good faith negotiation process, as recognized by HCD confirmations and review of these terms on _____.

C. Seller desires to sell to Purchaser, and Purchaser desires to purchase from Seller, the Property, on the terms and conditions set forth herein.

AGREEMENT

NOW THEREFORE, in consideration of the mutual covenants of the parties herein contained and other valuable consideration, the parties agree as follows:

1. **SALE AND PURCHASE.**

1.1 **GENERAL.** Subject to the terms, covenants and conditions contained in this Agreement, Seller shall sell to Purchaser, and Purchaser shall purchase from Seller, all of the Property, as defined in Section 1.2 below.

1.2 **DEFINITION OF "PROPERTY"**. As used in this Agreement, the term "Property" includes the Land described in Exhibit A attached hereto together with the following:

1.2.1. **Real Property**. All rights, privileges and easements appurtenant to the Land, as well as all development rights, land use entitlements, including without limitation building permits, licenses, permits and certificates, air rights, mineral rights, water, water rights, riparian rights and water stock relating to the Land and any rights-of-way or other appurtenances used in connection with the beneficial use and enjoyment of the Land (together with the Land, the "Real Property").

1.2.2. **Personal Property**. All intangible personal property (including, without limitation, contract rights, warranties, guarantees, plans, specifications and architects', engineers', and all other consultants' reports relating to the Property on or related to the Property, and used exclusively in the ownership or operation of the Property and the Approved Contracts (defined below) if any, which personal property shall be conveyed by an Assignment of Contracts and Intangible Rights in the form attached hereto as Exhibit C (the "General Assignment"). No tangible personal property will be conveyed pursuant to this Agreement.

1.3 **TITLE COMPANY**. The purchase and sale of the Property shall be handled through an escrow that Purchaser will establish with Placer Title Company ("Title Company") at its office located at 1508 Eureka Road, Suite 150, Roseville CA 95661, attn: Tracy Murphy; email: TeamTracy@placertitle.com, (916) 782-3711 ("Escrow Holder"). Escrow shall be deemed open upon delivery of a fully executed copy of this Agreement to Escrow Holder ("Opening of Escrow"), which shall constitute escrow instructions to Escrow Holder. Upon receipt of a fully executed copy of this Agreement, Escrow Holder shall compile any counterpart signature into one document, execute Escrow Holder's acceptance hereto and date such acceptance as of the Opening of Escrow date. Escrow Holder shall immediately distribute to Purchaser and Seller fully executed copies of this Agreement and notify Purchaser and Seller of the Opening of Escrow date. Seller and Purchaser agree to execute such further escrow instructions as are reasonably required by Escrow Holder to consummate the transaction. The escrow instructions shall not be deemed to modify the provisions of this Agreement unless any modifications are specifically identified as such and are executed by both Seller and Purchaser in writing.

2. **PAYMENT OF PURCHASE PRICE**.

2.1 **AMOUNT**. The purchase price (the "Purchase Price") to be paid by Purchaser to Seller for the Property shall be Six Hundred Fifty Thousand Dollars (\$650,000), subject to closing costs and prorations as provided in Sections 9.5 and 9.6 below.

2.2 **TERMS OF PAYMENT**. Purchaser shall pay the Purchase Price to Seller as follows:

2.2.1. **Initial Deposit**. Within five (5) business days after the Opening of Escrow date, Purchaser shall deposit in the escrow established with Escrow Holder pursuant to Section 1.3 above, the sum of Thirty Five Thousand Dollars (\$35,000.00) in immediately available funds as an earnest money deposit on account of the Purchase Price (which sum, including all interest accrued thereon while held in escrow, is hereafter referred to as the "Initial Deposit"). If

requested by Purchaser, the Initial Deposit (together with any Additional Deposit) shall be invested by Escrow Holder in an interest-bearing account designated by Purchaser. All interest earned on the Deposit shall at all times belong to Purchaser.

2.2.2. **Additional Deposit.** Unless this Agreement is earlier terminated or deemed terminated pursuant to Section 4.3.1 below, then within three (3) business days after delivery to Seller of the Purchaser's Approval Notice, Purchaser shall deposit in escrow an additional sum of Sixty Five Thousand and 00/100 Dollars (\$65,000.00) (the "Additional Deposit") (for a total principal Deposit of \$100,000.00) by delivering to the Title Company readily available funds in such amount. The Initial Deposit together with the Additional Deposit are periodically referred to herein as the "Deposit". If Purchaser fails to so increase the Deposit following Purchaser's delivery of Purchaser's Approval Notice, this Agreement shall automatically terminate, and the Deposit shall be promptly refunded by the Title Company to Purchaser, and neither Purchaser nor Seller shall have any further obligations under this Agreement except for the obligations of the parties that expressly survive the termination of this Agreement. The Initial Deposit shall be nonrefundable except in the event that any condition to Closing in favor of Purchaser is neither satisfied nor waived or in the event of Seller's default hereunder or as otherwise expressly provided in this Agreement.

2.2.3. **Independent Consideration.** Within three (3) business days following Purchaser's deposit of the Deposit, the Escrow Holder shall deliver to Seller One Hundred Dollars (\$100) of the Deposit as independent consideration (the "Independent Consideration") for Purchaser's right to purchase the Property and Seller's execution, delivery, and performance of this Agreement. Notwithstanding anything to the contrary contained herein, Seller shall, in all events, retain the Independent Consideration, but the Independent Consideration shall be applied as a credit against the Purchase Price at the Closing. Purchaser and Seller hereby acknowledge and agree that the Independent Consideration constitutes adequate and sufficient consideration for Purchaser's right to purchase the Property and Seller's execution, delivery, and performance of the Agreement, and that the loss of Purchaser's ability to use the funds constituting the Deposit as provided in this Agreement constitutes further consideration therefore.

2.2.4. **Payment of Balance.** The balance of the Purchase Price shall be paid in full, in immediately available funds, through escrow at Closing as provided in Section 9 below.

3. **LIQUIDATED DAMAGES.** Purchaser acknowledges that the closing of the sale of the Property to Purchaser, on the terms and conditions and within the time period set forth in this Agreement, is material to Seller. Purchaser also acknowledges that Seller will suffer substantial damages if such transaction is not so consummated due to Purchaser's default under this Agreement. Purchaser further acknowledges that, as of the date of this Agreement, Seller's damages would be extremely difficult or impossible to compute in light of the unpredictable state of the economy and of governmental regulations, the fluctuating market for real estate and real estate loans of all types, and other factors which directly affect the value and marketability of the Property. In light of the foregoing and all of the other facts and circumstances surrounding this transaction, and following negotiations between the parties, Purchaser and Seller agree that the amount of the Initial Deposit represents a reasonable estimate of the damages which Seller would suffer by reason of Purchaser's

default hereunder. Accordingly, Purchaser and Seller hereby agree that, in the event that the Closing fails to occur due to the default of Purchaser under this Agreement, Seller's sole remedy shall be to terminate this Agreement by giving notice to Purchaser and Escrow Holder and to retain the Initial Deposit as liquidated damages in lieu of any other claim Seller may have in law or in equity (including, without limitation, specific performance) arising by reason of Purchaser's default. Seller may not exercise its sole remedy if Seller is in default in any material respect under this Agreement. Such retention of the Initial Deposit by Seller is intended to constitute liquidated damages to Seller pursuant to Sections 1671, 1676 and 1677 of the California Civil Code and shall not be deemed to constitute a forfeiture or penalty within the meaning of Section 3275 or 3369 of the California Civil Code or any similar provision. The parties have initialed this Section 3 to establish their intent so to liquidate damages. Notwithstanding the foregoing, nothing contained in this Section 3 shall be deemed to waive or affect Purchaser's indemnity obligations that expressly survive the Closing or termination of this Agreement.

SELLER'S
INITIALS: _____

PURCHASER'S
INITIALS: 

4. **REVIEW OF THE PROPERTY; INSPECTION PERIOD.** During the period commencing on the Effective Date and expiring at 5:00 p.m. (Pacific time) on the one hundred twentieth (120th) day thereafter (the "Inspection Period"), and during the term hereof in the event that Purchaser delivers the Purchaser's Approval Notice and the parties proceed to Closing, Seller shall allow Purchaser, any direct or indirect owner of any beneficial interest in Purchaser, and Purchaser's representatives, agents, employees, contractors, architects and engineers, together with respective officers, directors, agents, employees, representatives, and designees of the foregoing (collectively, "Purchaser Parties") reasonable access to the Property for the purpose of inspecting the Property.

4.1 **DOCUMENT REVIEW.**

4.1.1. **Seller's Due Diligence Materials.** Within fourteen (14) business days after the Effective Date, Seller shall make available to Purchaser and Purchaser's agents via, at Purchaser's option, a file transfer protocol site and/or Seller's office for Purchaser's inspection and copying at Purchaser's expense: (a) a natural hazard disclosure report for the Real Property, and (b) the items listed below (the "Due Diligence Materials"), to the extent such items are in the possession or control of Seller or to which Seller has reasonable access:

- (i) The most recent title report in Seller's possession;
- (ii) Copies of all contracts affecting the Property, including but not limited to maintenance contracts, management and leasing contracts, service contracts and utility contracts, together with all amendments and modifications thereto (collectively, the "Contracts");
- (iii) Any previously completed surveys of the Property;

(iv) A copy of each of the utility bills relating to the Property for the current year;

(v) Copies of all entitlement documents, studies, relevant reports, budgets, and financial statements affecting the Property;

(vi) Copies of all reports, studies, documents and other information relating to the environmental or physical condition of the Property, including without limitation any soils reports, seismic reports, asbestos reports, flood maps and any Phase I or Phase II reports;

(vii) Copies of any licenses held by Seller in connection with the ownership of the Property;

(viii) Copies of tax bills for current tax year and any notices of tax assessments;

(ix) A copy of each of the warranties, licenses and permits held by Seller in connection with the ownership, use or operation of the Property;

(x) Copies of all written notices, reports, citations, orders, restrictions, decisions, correspondence or memoranda to and from any governmental authority or utility company regarding the Property.

4.2 **ACCESS TO REAL PROPERTY, INSPECTION AND DUE DILIGENCE.** During the Inspection Period, Purchaser and the Purchaser Parties shall have access to the Property at any time and from time to time during regular business hours and upon five (5) days' advance telephonic notice to Seller, at Purchaser's sole cost and expense: (i) to show the Property to third parties (including, without limitation, contractors, engineers, architects, attorneys, insurers, banks and other potential lenders or investors), and (ii) to perform any inspections, environmental site assessments, investigations, measurements, audits and tests, including, without limitation surveys and engineering studies that Purchaser reasonably deems necessary or appropriate; provided, however, that Purchaser shall not be permitted to conduct physically invasive testing without Seller's prior written consent, which consent shall not be unreasonably withheld, conditioned or delayed (and shall be granted if Seller's environmental consultant undertaking any Phase I assessment of the Property, or applicable part thereof, recommends that Purchaser undertake a Phase II assessment with respect to the Property, or applicable part thereof). Purchaser hereby agrees to (a) hold harmless, protect, defend and indemnify Seller and its officers, directors, elected officials, employees and agents (collectively, the "Indemnitees") and the Property from and against any and all claims, demands, causes of action, losses, liabilities, liens, encumbrances, costs or expenses (including without limitation reasonable attorneys' fees and litigation costs) ("Damages") to the extent arising out of: (a) any injuries to persons (including death) or property (real or personal), or (b) any mechanics', workers' or other liens, or stop payment notices on the Property, in each case, to the extent caused by the work or activities conducted on the Property by Purchaser or any Purchaser Party and (b) promptly repair any damage to the Property caused by Purchaser's or a Purchaser Party's entry; provided, however, Purchaser shall have no obligations to indemnify, protect, defend or hold the Indemnitees harmless for Damages resulting from

Purchaser's discovery of adverse physical and/or environmental conditions in, on, or under the Property, including the presence of Hazardous Substances, except to the extent such conditions have been exacerbated by Purchaser's or any Purchaser Party's gross negligence or willful misconduct. Before any of the Purchaser Parties enter onto the Property pursuant to this Section 4.2, Purchaser shall deliver to Seller evidence of Purchaser's commercial general liability insurance coverage, which may be provided under a blanket policy, with blanket contractual obligations endorsement, a minimum limit of at least \$1,000,000.

4.3 **INSPECTION AND RIGHT TO TERMINATE.** On the Effective Date, Purchaser shall have the right to commence and actively pursue its due diligence inspections of the Property, including its review of the condition of title to the Real Property as described in Section 5 below. If Purchaser is satisfied with its due diligence investigations and determines to proceed with the purchase of the Property in accordance with this Agreement, then Purchaser shall, before the end of the Inspection Period, notify Seller in writing ("Purchaser's Approval Notice"), which determination shall be made by Purchaser in its sole and absolute discretion. In the event that Purchaser timely delivers an Approval Notice to Seller, Purchaser shall deliver the Additional Deposit as provided in Section 2.2.2 above and, except as expressly provided otherwise in this Agreement, the Initial Deposit shall become nonrefundable and shall serve as liquidated damages in accordance with Section 3 above. In the event that Purchaser does not timely deliver an Approval Notice to Seller or timely increase the Deposit as provided in Section 2.2.2 after delivering an Approval Notice to Seller, this Agreement shall automatically terminate, and the Initial Deposit shall be promptly refunded by the Title Company to Purchaser, and neither Purchaser nor Seller shall have any further obligations under this Agreement except for the obligations of the parties that expressly survive the termination of this Agreement.

4.4 **FINANCING COMMITMENTS.** Purchaser shall have the right to identify sources for financing ("Financing Sources") in an amount sufficient for the purchase and development of the Property and the Project (defined below) upon terms and conditions acceptable to Purchaser in Purchaser's sole and absolute discretion (collectively, "Financing Commitments"), which may include without limitation (a) loans from one or more lenders, including HCD, and (b) an allocation of 4% tax credits from the California Tax Credit Allocation Committee ("TCAC"), and an allocation of tax exempt multifamily housing bonds from the California Debt Limit Allocation Committee ("CDLAC"). Seller agrees to cooperate in reasonable respects with Purchaser, at no expense or liability to Seller, in a timely manner in connection with Purchaser's applications for financing.

4.5 **ENTITLEMENTS.** Purchaser, at Purchaser's sole cost and expense, shall have the right during the term of this Agreement to take steps to obtain entitlements acceptable to Purchaser in its sole and absolute discretion to develop and construct on the Property a multifamily affordable housing project that will comply with the provisions of Government Code Section 37364(b), (c) and (d) ("Project") (collectively, the "Entitlements"), and any other Planning, Zoning, Public Works and Building Department approvals desirable to and required of Purchaser (collectively, the "Entitlement Approvals"). Purchaser shall have the right to request and attend related meetings and hearings and generally meet with any appropriate City and County departments and/or other applicable regulatory agencies in connection with the Property, the Project and the Entitlements. Seller agrees to cooperate in reasonable respects with Purchaser

(including without limitation executing all documents reasonably necessary to allow Purchaser to obtain the Entitlement Approvals), at no expense or liability to Seller, in a timely manner.

The parties hereto acknowledge and agree that any future development of the Land is conditioned upon preparation and ultimate approval (including all appropriate findings) of any and all environmental review documents required under the California Environmental Quality Act (California Public Resources Code §§ 21000 et seq.) (“CEQA”) (the “Environmental Review”). The Environmental Review for the Land and the Project shall be conducted by Purchaser at Purchaser’s sole cost and expense, and Seller shall cooperate with Purchaser’s efforts to conduct the Environmental Review at no third party, out-of-pocket cost to Seller.

Notwithstanding, the parties hereto acknowledge and agree that the Project will require certain discretionary approvals, potentially including, but not limited to, certification of the Project under CEQA, amendment of the City of Roseville General Plan 2035, as amended (the “General Plan”), amendment of the Downtown Specific Plan, as amended (the “Specific Plan”), re-zoning and amendment of the City’s Municipal Code, design review approval, and approval of a tentative subdivision map and final subdivision map (collectively, also included with the “Entitlement Approvals”). The Seller’s cooperation, under this Section shall include, without limitation, executing applications for the Project Entitlements in the City of Roseville’s capacity as owner of the Land upon Purchaser’s request therefor, provided such request is made with reasonable advance notice and includes reasonable supporting information and documentation. The City’s agreement to cooperate with Purchaser in connection with Purchaser’s pursuit of the Project Entitlements and Entitlement Approvals and any other provision of this Agreement shall not be construed as making either party an agent, joint venture or partner of the other party. Neither the Seller nor Purchaser makes any representation or warranty that any Project Entitlements will be obtained by Purchaser. The City of Roseville retains final discretion and approval as to the Project Entitlements and certain Entitlement Approvals and all related matters in connection therewith.

Nothing in this Agreement commits, or shall be deemed to commit, the City of Roseville or a City official to approve or implement any project, and they may not do so until environmental review of the Project as required has been completed. Accordingly, all references to the "Project" in this Agreement shall mean the proposed project as revised and subject to future environmental review and consideration by the City of Roseville. The City and any other public agency with jurisdiction over any part of the Project shall have the absolute discretion before approving that project to: (i) make such modifications to the Project as may be necessary to mitigate significant environmental impacts; (ii) select other feasible alternatives to avoid or substantially reduce significant environmental impacts; (iii) require the implementation of specific measures to mitigate any specific impacts of the Project; (iv) balance the benefits of the Project against any significant environmental impacts before taking final action if such significant impacts cannot otherwise be avoided; and (v) determine whether or not to proceed with the Project.

4.6 **PREDEVELOPMENT SCHEDULE OF PERFORMANCE.** Purchaser shall make best efforts to comply with the predevelopment schedule of performance set forth in Exhibit D attached hereto. Purchaser agrees to provide Seller with a written quarterly status report on the progress toward the milestones. Notwithstanding anything to the contrary in this Agreement, the parties acknowledge and agree that the schedule set forth in Exhibit D is an estimated schedule

and that Purchaser's failure to meet the dates set forth therein shall not constitute a breach or default under this Agreement. Additionally, the parties agree that if Purchaser's first application for LIHTC financing in 2022 (the "2022 Initial Application") is not successful, then Purchaser shall be permitted to apply to TCAC's subsequent application funding round(s) in 2022 and each date in the schedule of performance shall automatically extend by the number of calendar days between the deadline for the application for the 2022 Initial Application and the applicable subsequent application deadline, but that no extension shall impact the Outside Closing Date referenced in section 9.

5. **TITLE; TITLE OBJECTIONS.**

5.1 **TITLE POLICY.** Within one (1) business day after the Opening of Escrow date, Seller shall order a preliminary report on the Property from Title Company ("Preliminary Report") that will form the basis of Title Company's issuance of its ALTA extended coverage owner's title insurance policy ("Owner's Title Policy") in the amount of the Purchase Price, together with a legible copy of all documents of record and all exceptions to title described therein (collectively, the "Underlying Documents"). Seller shall provide to the Title Company an affidavit/indemnity in the form typically required by the Title Company regarding leases and other rights to occupy the Property and payment of mechanics and materialmen ("Seller Affidavit") so that the Owner's Title Policy will be issued without exception for unrecorded leases and agreements and mechanics' and materialmen's liens. In the event that Purchaser desires to obtain a survey of the Real Property (the "Survey"), such Survey shall be at Purchaser's sole cost. Purchaser shall provide a copy of any Survey to Seller.

5.2 **TITLE.** Title to the Real Property shall be conveyed from Seller to Purchaser by grant deed (the "Deed"), in the form of Exhibit F hereto, free and clear of all liens and encumbrances except the following, which title shall be taken subject to: (i) liens to secure payment of real estate taxes and assessments not yet due and payable; (ii) applicable zoning and use laws, ordinances, rules and regulations of any municipality, township, county, state or other governmental agency or authority, including a covenant and restriction as required by HCD in a form similar to Exhibit B, attached hereto and incorporated by this reference; (iii) any exceptions or matters created by Purchaser, its architect or civil engineer, or its agents, employees and/or representatives; and (iv) all other exceptions of record appearing in the Preliminary Report to which Purchaser does not object in writing prior to expiration of the review periods set forth in Section 5.3 below. The foregoing exceptions to title are collectively referred to as the "Permitted Exceptions"; provided, however, that "Monetary Liens" (as defined below) shall not constitute Permitted Exceptions. Conclusive evidence of delivery of title in accordance with the foregoing shall be the willingness of Title Company to issue to Purchaser at Closing, upon payment of its regularly scheduled premium, the Owner's Title Policy in the amount of the Purchase Price, showing fee title to the Property vested of record in Purchaser, subject only to the Permitted Exceptions. Notwithstanding any other provision of this Agreement, at Closing Seller shall be absolutely obligated and responsible for paying or otherwise discharging all monetary liens and monetary encumbrances on the Property, other than non-delinquent real property taxes and assessments ("Monetary Liens") and all claims to fee title. In addition Seller shall deliver to Title Company the Seller Affidavit or any other statement required by Title Company to remove any exception to title reflecting the rights of parties in possession.

5.3 **TITLE OBJECTIONS.** If the Preliminary Report, the Underlying Documents referenced therein, or the Survey discloses any title or survey exceptions to which Purchaser objects, Purchaser shall notify Seller in writing (the “Title Objections Notice”) of its objections (each, a “Title Objection”) not later than 5:00 p.m. (Pacific time) on the date which is ten (10) business days after receipt by Purchaser of both the Preliminary Report and the Underlying Documents (the “Title Materials Delivery Date”). Seller shall have three (3) business days from the receipt of the Title Objections Notice to notify Purchaser in writing (such written notice, “Seller’s Response”) whether Seller commits to cause any or all of the title or Survey exceptions to which Purchaser has objected to be removed or insured against at Closing. If Seller does not timely deliver a Seller’s Response, Seller shall be deemed to have elected not to remove or otherwise cure any exceptions disapproved by Purchaser, other than Monetary Liens which Seller shall remain obligated to have removed as set forth below. If Seller commits to remove or provide insurance against any Title Objection, then the removal of or insurance against such item(s) shall be a condition to Purchaser’s obligation to Close; provided, however, that if Seller elects to insure over a Title Objection, then Purchaser shall have the right in its reasonable discretion to approve the manner in which Seller proposes to insure over said Title Objection. If Seller does not so commit to remove or insure over each of the Title Objections, Purchaser’s sole remedy shall be either (i) to proceed with this transaction and purchase the Property, subject to any Title Objections that Seller has not committed to remove or insure over, by giving notice of same to Seller no later than 5:00 p.m. on the date which is thirty (30) days after the Title Materials Delivery Date (“Title Approval Notice”), or (ii) to elect not to proceed with this purchase and terminate this Agreement, in which event this Agreement shall terminate, the Deposit shall be returned to Purchaser and neither Seller nor Purchaser shall have any further obligations under this Agreement, except such obligations of the parties that expressly survive the termination of this Agreement. In the event that Purchaser fails to deliver the Title Approval Notice, then Purchaser shall be deemed to have elected to terminate this Agreement pursuant to the immediately preceding sentence.

In the event that Title Company or the surveyor first notifies Purchaser in writing of any title or survey matters not constituting Permitted Exceptions after the expiration of the time period in which Purchaser may provide Title Objections pursuant to this Section 5.3, or less than three (3) business days prior to such expiration, including by the surveyor’s issuance of an updated Survey, Purchaser may object to such matters by delivering written notice thereof to Seller not more than three (3) business days after Purchaser first receives notice of such matters (and Purchaser’s failure to provide such written notice shall constitute Purchaser’s waiver of any such objections). With respect to any objections to title or to the survey set forth in such notice, Seller shall have the same option to cure and Purchaser shall have the same option to accept title subject to such matters or to terminate this Agreement as those which apply to any notice of objections made by Purchaser as set forth in the first paragraph of this Section 5.3. If Seller elects to attempt to cure any such matters, unless the prior objection is waived in writing by Purchaser, the date for Closing shall be automatically extended by a reasonable additional time to effect such a cure, but in no event shall the extension exceed thirty (30) days after the originally scheduled Closing Date.

5.4 **DISCHARGE OF LIENS.** Prior to the Closing, Seller shall discharge all Monetary Liens (including, without limitation, all tax and assessment liens due and payable, deeds of trust and mechanics’ liens) encumbering the Property. Seller may use moneys that otherwise would be paid to it from escrow to satisfy its obligations under this Section 5.4 as long as all conditions to the Closing have been satisfied or will be satisfied by payment of those moneys.

6. **CONDEMNATION OR CASUALTY.**

6.1 **CONDEMNATION.** If, at any time after the Effective Date but prior to Closing, a proceeding is instituted for the taking of all or any portion of the Real Property under the power of eminent domain (a “Taking”), then Purchaser shall have the right by giving written notice to Seller and Escrow Holder within ten (10) business days after the date of receipt of written notice of any such Taking to terminate this Agreement effective as of the date such notice of termination is given. Seller shall give Purchaser prompt written notice of any such Taking. If Purchaser fails to give such notice within such applicable ten (10) business day period, then Purchaser shall be deemed to have elected to consummate the purchase of the Property in accordance with this Agreement, in which event Seller shall assign to Purchaser at Closing any award payable by reason of the Taking. The Closing Date, as such term is defined below, shall be postponed, if necessary, to permit Purchaser to have the ten (10) business day period following expiration of the Inspection Period or the date of receipt of notice of a Taking (as the case may be) to make the election specified hereinabove. If Purchaser terminates this Agreement pursuant to this Section 6.1, then the Deposit shall be returned promptly to Purchaser and neither Seller nor Purchaser shall have any further obligations under this Agreement, except such obligations of the parties that expressly survive the termination of this Agreement.

6.2 **CASUALTY.**

6.2.1. **Minor Damage.** In the event of damage to the Property or any portion thereof, not caused by Purchaser or any of its agents, employees, or contractors, prior to Closing caused by any casualty that is not “major” (as hereinafter defined), this Agreement shall remain in full force and effect provided Seller performs any necessary repairs or, at Seller’s option, assigns to Purchaser all of Seller’s right, title and interest to any claims and proceeds Seller may have with respect to any casualty insurance policies relating to the Property; provided, however, that if Seller does not have any right, title and interest to any claims or proceeds and Seller does not elect to repair any damages using its own funds, then within ten (10) days of Purchaser’s receipt of notice from Seller regarding the foregoing and Seller’s intent not to repair any damages, Purchaser shall have the right to terminate the Agreement. If Purchaser terminates this Agreement pursuant to this Section 6.2.1, then the Deposit shall be returned promptly to Purchaser and neither Seller nor Purchaser shall have any further obligations under this Agreement, except such obligations of the parties that expressly survive the termination of this Agreement. In the event that Seller performs repairs upon the Property, Seller shall use reasonable efforts to complete such repairs promptly and the Closing Date shall be extended for a reasonable time in order to allow the completion of such repairs. If Seller assigns the claims and proceeds to Purchaser, the Purchase Price shall be reduced by an amount equal to the lesser of the cost of repair (as mutually and reasonably determined by Seller, Purchaser, and the contractor selected by Purchaser and reasonably approved by Seller) or the deductible amount under Seller’s insurance policy; provided, in the event of an uninsured loss or damage, the Purchase Price shall be reduced by an amount equal to the cost of repair. Upon Closing, full risk of loss with respect to the Property shall pass to Purchaser.

6.2.2. **Major Damage.** In the event of a “major” loss or damage, not caused by Purchaser or any of its agents, employees, or contractors, Seller shall have the option either to (a) perform any necessary repairs prior to Closing, or (b) assign to Purchaser at Closing

all of Seller's right, title and interest to any claims and proceeds Seller may have with respect to any casualty insurance policies relating to the Property. Seller shall notify Purchaser of its election in writing, and within ten (10) days thereafter, Purchaser may terminate this Agreement by written notice to Seller. If Purchaser terminates this Agreement pursuant to this Section 6.2.2, then the Deposit shall be returned promptly to Purchaser and neither Seller nor Purchaser shall have any further obligations under this Agreement, except such obligations of the parties that expressly survive the termination of this Agreement. If Purchaser does not timely terminate this Agreement as provided above, then Purchaser shall be deemed to have elected not to proceed with Closing. In the event that Seller performs repairs upon the Property, Seller shall use reasonable efforts to complete such repairs promptly and the Closing Date shall be extended for a reasonable time in order to allow the completion of such repairs. If Seller assigns the claims and proceeds to Purchaser, the Purchase Price shall be reduced by an amount equal to the lesser of the cost of repair (as mutually and reasonably determined by Seller, Purchaser, and the contractor selected by Purchaser and reasonably approved by Seller) or the deductible amount under Seller's insurance policy; provided, in the event of an uninsured loss or damage, the Purchase Price shall be reduced by an amount equal to the cost of repair. Upon Closing, full risk of loss with respect to the Property shall pass to Purchaser.

6.2.3. **Definition of "Major" Loss or Damage.** For purposes of Sections 6.2.1 and 6.2.2, "major" loss or damage refers to loss or damage to the Property or any portion thereof such that the cost of repairing or restoring the Property to a condition substantially similar to that of the Property in question prior to the event of damage would be, in the opinion of a general contractor selected by Purchaser and reasonably approved by Seller, equal to or greater than One Hundred Fifty Thousand Dollars (\$150,000).

7. **REPRESENTATIONS AND WARRANTIES.**

7.1 **SELLER'S REPRESENTATIONS AND WARRANTIES.** Seller hereby makes the following representations and warranties as of the date of this Agreement and as of the Closing Date:

7.1.1. **Condemnation.** There are no presently pending or threatened eminent domain or condemnation actions against the Property or any part thereof; and Seller has not received notice of any eminent domain or condemnation actions being contemplated that would affect the Property or any part thereof.

7.1.2. **Legal Proceedings.** There are no legal actions or proceedings pending against Seller that may affect the Property and Seller has no knowledge and has not received written notice of any legal actions or proceedings threatened against Seller that may affect the Property.

7.1.3. **Leases.** There are no leases or other occupancy agreements of any kind, whether written or oral, that give any person or entity the right to use or occupy any portion of the Property.

7.1.4. **Contracts.** As of the Effective Date, Seller is not a party to any service contracts and, to Seller's knowledge, there exist no other service contracts relating to the operation and maintenance of the Property.

7.1.5. **No Options.** Seller has not granted any option or right of first refusal or first opportunity to any party to acquire any interest in the Property other than pursuant to this Agreement.

7.1.6. **Compliance.** Seller has not received written notice of any noncompliance of the Property with applicable federal, state or local laws, statutes, rules, regulations, ordinances, codes and other requirements, including, without limitation, those respecting building construction, zoning, land use, soils and environmental conditions.

7.1.7. **Non-Foreign Person.** Seller is not a foreign person as defined in Internal Revenue Code Section 1445(f)(3). At Closing, Seller shall deliver to Purchaser through escrow a declaration under penalty of perjury confirming the foregoing statement in the form attached hereto as Exhibit G ("Affidavit of Non-Foreign Status").

7.1.8. **Due Authorization.** Seller is a California municipal corporation duly organized and validly existing and in good standing under the laws of the jurisdiction in which it was formed. Seller has the full right and authority to enter into this Agreement and to perform the obligations of Seller under this Agreement. The person signing this Agreement on behalf of Seller is authorized to do so. All the instruments, agreements and other documents executed by Seller which are to be delivered to Purchaser at Closing are and at the time of Closing will be duly authorized, executed and delivered by Seller.

7.1.9. **Hazardous Materials.** To Seller's knowledge, except as disclosed in the Due Diligence Materials, the Property has not been used for the production, storage, deposit or disposal of hazardous materials, hazardous waste, hazardous substance contamination or other contaminants in violation of any applicable environmental laws; no above ground or below ground storage tank is located on the Property; and Seller has not received any written notice from any applicable governmental authority that any such material, waste, substance, contaminant or storage tank has been placed or located on or under the Property in violation of applicable environmental laws.

7.1.10. **No Violation.** The Property is not in violation of any applicable zoning, land use, or planning codes or ordinances and Seller has obtained all necessary permits, certificates, licenses, consents, variances, and entitlements issued, approved or granted by governmental authorities that are legally required for the current use and operation of the Property.

7.1.11. **Due Diligence Materials.** The Due Diligence Materials provided by or on behalf of Seller to Purchaser are all the documents, agreements or other materials affecting the Property in Seller's possession or control or to which Seller has reasonable access, and are originals or complete and accurate copies. No information or documents given to Purchaser pursuant to this Agreement will contain any untrue statement of a material fact or omit to state a material fact making the statements contained therein materially misleading.

7.2 **SURVIVAL.** The representations and warranties of Seller set forth in this Agreement shall survive the Closing for a period of one (1) year (the “Survival Period”), and shall not merge into the Deed to be delivered at Closing.

7.3 **PURCHASER’S REPRESENTATIONS AND WARRANTIES.** Purchaser hereby makes the following representations and warranties as of the date of this Agreement and as of the Closing Date:

7.3.1. **Due Authorization.** Purchaser is a nonprofit public benefit corporation, has been duly formed and organized, and is validly existing under the laws of the state of California. Purchaser has the full right and authority to enter into this Agreement and to perform the obligations of Purchaser hereunder. The persons signing this Agreement on behalf of Purchaser are authorized to do so. All the instruments, agreements and other documents executed by Purchaser that are to be delivered to Seller at Closing are and at the time of Closing will be duly authorized, executed and delivered by Purchaser.

7.3.2. **Legal Proceedings.** Purchaser has not received written notice of any legal actions or proceedings in any court pending against Purchaser that would adversely affect Purchaser’s ability to purchase the Property.

8. **AS-IS.** Purchaser acknowledges that it will have had an opportunity to conduct due diligence inspections of the Property and will acquire the Property in its current condition based on its due diligence inspections. Purchaser acknowledges and agrees that the Property is to be conveyed by Seller to Purchaser “as is, with all faults,” and substantially in its current condition. Purchaser further acknowledges and agrees that, except as otherwise expressly set forth in this Agreement or in any of the documents executed by Seller pursuant hereto, the sale of the Property to Purchaser is made without any warranty or representation of any kind by Seller, either express or implied or arising by operation of law, and Seller shall have no liability with respect to the value, uses, habitability, merchantability, condition, design, operation, rents, financial condition or prospects, or fitness for purpose or use of the Property (or any part thereof), or any other aspect, portion or component of the Property, including: (i) the physical condition, nature or quality of the Property, including the quality of the soils on and under the Property and the quality of the labor and materials included in any improvements, fixtures, equipment or personal property comprising a portion of the Property; (ii) the fitness of the Property for any particular purpose; (iii) the presence or suspected presence of Hazardous Materials on, in, under or about the Property (including the soils and groundwater on and under the Property); and (iv) existing or proposed governmental laws or regulations applicable to the Property or the further development or change in use thereof, including environmental laws and laws or regulations dealing with zoning or land use. Further, Seller shall have no liability for any latent, hidden, or patent defect as to the Property or the failure of the Property, or any part thereof, to comply with any applicable laws and regulations. In particular, Purchaser acknowledges and agrees that the Property information made available to Purchaser under this Agreement (and any other information Purchaser may have obtained regarding in any way any of the Property, including without limitation, its operations or its financial history or prospects from Seller or its agents, employees or other representatives) is delivered to Purchaser as a courtesy, without representation or warranty as to its accuracy or completeness and not as an inducement to acquire the Property; that nothing contained in any deliveries of Property information shall constitute or be deemed to be a guarantee, representation

or warranty, express or implied, in any regard as to any of the Property; and that Purchaser is relying only upon the provisions of this Agreement and its own independent assessment of the Property and its prospects in determining whether to acquire the Property.

PURCHASER'S
INITIALS: 

9. **CLOSING.**

9.1 **CLOSING.** The Closing Date shall occur on the date that is one hundred eighty (180) days following the award to Purchaser of a tax credit allocation from TCAC and an allocation of tax-exempt bond authority from CDLAC, or such other date as is mutually agreed to in writing by the parties (the "Closing Date"); provided, however, that in no event shall the Closing Date be later than January 31, 2024 (the "Outside Closing Date"). For purposes of this Agreement, the term "Closing" shall mean the consummation of the sale and conveyance of the Property to Purchaser as evidenced by recordation of the Deed.

9.2 **SELLER'S DELIVERIES INTO ESCROW.** Prior to Closing, Seller shall deliver the following items into escrow with Escrow Holder, each of which shall be duly executed and acknowledged as appropriate:

9.2.1. **Deed.** The Deed, duly executed and acknowledged in recordable form by Seller.

9.2.2. **General Assignment.** The General Assignment, duly executed by Seller.

9.2.3. **Affidavit Of Non-Foreign Status.** An Affidavit of Non-Foreign Status in the form attached hereto as Exhibit G, duly executed by Seller.

9.2.4. **Real Estate Withholding Exemption Certificate.** A California Franchise Tax Board Form 593 (or any then applicable equivalent form), duly executed by Seller.

9.2.5. **Notice to Vendors.** With respect to the Approved Contracts (if any), a letter in a form reasonably acceptable to Purchaser ("Vendor Notice Letters") signed by Seller addressed to the vendors under the Approved Contracts, advising the vendors of the sale of the Property to Purchaser. Notwithstanding the foregoing, the Vendor Notice Letters shall not be delivered through escrow but shall be sent directly by Seller to each applicable vendor on the Closing Date.

9.2.6. **Termination of Contracts.** At Closing, Seller shall provide evidence reasonably acceptable to Purchaser of the termination of all the Contracts other than the Approved Contracts.

9.2.7. **Other Documents.** Such other documents or instruments as may be reasonably required to consummate this transaction in accordance with the terms and conditions of this Agreement, including, without limitation, appropriate escrow instructions to Escrow

Holder, such proof of Seller's authority and authorization to enter into this Agreement and consummate the transactions contemplated hereby as may be reasonably required by the Title Company, such proof of the power and authority of the individual(s) executing and/or delivering any instruments, documents or certificates on behalf of Seller to act for and bind Seller as may be reasonably required by the Title Company, and the Seller Affidavit.

9.3 **PURCHASER'S DELIVERIES INTO ESCROW.** Purchaser shall deliver the following items into escrow with Escrow Holder:

9.3.1. **Cash.** Immediately available funds in the following amounts: (i) the balance of the Purchase Price; (ii) such amount, if any, as is necessary for Purchaser to pay Purchaser's share of the closing costs and prorations specified in Sections 9.5 and 9.6 below; and (iii) any other amounts required to close escrow in accordance with the terms of this Agreement.

9.3.2. **General Assignment.** The General Assignment, duly executed by Purchaser.

9.3.3. **Other Documents.** Such other documents and instruments as may be reasonably required in order to consummate this transaction in accordance with the terms and conditions of this Agreement, including, without limitation, appropriate escrow instructions to Escrow Holder and a preliminary change of ownership report.

9.4 **CONDITIONS TO CLOSING.**

9.4.1. **Purchaser's Closing Conditions.** In addition to the other terms and provisions of this Agreement that give Purchaser the right to terminate this Agreement, Purchaser's obligation to purchase the Property from Seller shall be subject to the occurrence and/or satisfaction of the following conditions (or Purchaser's written waiver thereof, it being agreed that Purchaser may waive any or all of such conditions):

(a) Title Company is unconditionally prepared and committed to issue the Owner's Title Policy in the amount of the Purchase Price insuring fee title to the Real Property vested in Purchaser, subject only to the Permitted Exceptions;

(b) As of the Closing Date, Seller shall not be in default of any term or provision of this Agreement;

(c) As of the Closing Date, Seller's deliveries under Section 9.2 shall have been timely deposited into escrow with the Escrow Holder by Seller and Seller must have performed and complied with all covenants, agreements, and conditions required by this Agreement to be performed or complied with by it before or on the Closing Date;

(d) Purchaser shall have received the Financing Commitments and the Financing Sources shall have provided written confirmation to Purchaser and Escrow Holder that they are prepared to deliver funds sufficient for Closing into Escrow on or prior to the Closing Date;

(e) Purchaser shall have obtained all Entitlements, Entitlement Approvals, approvals, licenses, and permits required from governmental authorities in connection with the commencement phase of construction of the Project; and

(f) All of Seller's representations and warranties contained herein, or made in writing by Seller pursuant to this Agreement, shall be true and correct in all material respects when made and shall be true and correct as of the Closing Date, and Seller shall have complied with all of Seller's covenants and agreements contained in or made pursuant to this Agreement.

If any of the foregoing are not satisfied or waived by Purchaser, Purchaser shall have the right in its sole and absolute discretion to terminate this Agreement and receive a refund of the Deposit. In the event this Agreement is terminated as a result of the failure of any condition set forth in this Section 9.4.1, Purchaser shall be entitled to a refund of the Deposit and shall have a right to exercise remedies under Section 9.11 below if such failure is a result of a default by Seller hereunder. Unless such termination is due to Seller's breach or default, Purchaser and Seller shall be immediately released from all obligations hereunder, except for obligations which expressly survive the termination of this Agreement, and any escrow cancellation charges or similar fees, including title examination fees imposed by the Title Company, shall be borne equally by Purchaser and Seller unless such termination and cancellation is due to Seller's breach of this Agreement, whereupon such charges and fees shall be borne by Seller.

9.4.2. **Seller's Closing Conditions.** Seller's obligation to sell the Property to Purchaser shall be subject to the occurrence and/or satisfaction of the following conditions, which are for the exclusive benefit of Seller (or Seller's written waiver thereof, it being agreed that Seller may waive any or all of such conditions):

(a) All of Purchaser's representations and warranties contained herein, or made in writing by Purchaser pursuant to this Agreement, shall have been true and correct in all material respects when made and shall be true and correct as of the Closing Date,

(b) As of the Closing Date, Purchaser's deliveries under Section 9.3 shall have been timely deposited into escrow with the Escrow Holder by Purchaser; and

(c) Purchaser shall have received the Financing Commitments and the Financing Sources shall have provided written confirmation to Purchaser and Escrow Holder that they are prepared to deliver funds sufficient for Closing into Escrow on or prior to the Closing Date;

(d) Purchaser shall have obtained all Entitlements, Entitlement Approvals, approvals, licenses, and permits required from governmental authorities in connection with the commencement phase of construction of the Project; and

(e) Purchaser must have performed and complied with all covenants, agreements, and conditions required by this Agreement to be performed or complied with by it before or on the Closing Date.

In the event that any of the foregoing conditions is neither satisfied nor waived in writing by Seller, Seller shall have the right to terminate this Agreement in writing, in which event the Deposit shall be returned to Purchaser and neither party shall have any further rights or obligations hereunder except those that expressly survive termination; provided, however, that the foregoing shall not be construed to limit or restrict the rights or remedies of Seller in the event of Purchaser's breach of any covenant contained herein. If Seller elects to proceed with the Closing notwithstanding the fact that one or more of the foregoing conditions has not been satisfied, Seller shall be deemed to have waived such condition and shall have no further rights or remedies on account of the failure of such condition or conditions.

9.5 **CLOSING PRORATIONS.** At Closing, the items of income and expense of the Property set forth below shall be prorated on the basis of a 365-day year, actual days elapsed for the month in which Closing occurs, as of midnight on the day immediately preceding the Closing Date. Income and expenses attributable to the period prior to the Closing Date shall be for the account of Seller, and income and expenses attributable to the period on and after the Closing Date shall be for the account of Purchaser. Escrow Holder shall prorate all real property taxes and assessments and other operating expenses of the Property, as well as all income, as of the Closing Date, based upon the most current ascertainable tax bill and other relevant billing information. To the extent that information for any such proration is not available on the Closing Date, Purchaser and Seller shall effect such prorations outside of Escrow, as soon as possible following the Closing, but in no event later than sixty (60) days after the Closing. Notwithstanding anything to the contrary contained herein, Seller shall retain all rights to tax and other refunds and claims thereto to the extent Seller previously sought any tax reductions or lower assessments with respect to any real estate taxes or assessments with respect to the Real Property prior to the Closing Date and Purchaser shall promptly notify Seller of Purchaser's receipt of, and shall promptly pay to Seller, any such refunds applicable to the period prior to Closing received by Purchaser at any time. The prorations and payments shall be made on the basis of a written statement(s) submitted to Purchaser and Seller by Escrow Holder prior to the Closing and approved by Purchaser and Seller. In the event any prorations or apportionments made under this Section shall prove to be incorrect for any reason, then any party shall be entitled to an adjustment to correct the same (but in all events within sixty (60) days after Closing). This provision shall survive the Closing.

9.6 **CLOSING COSTS.** Seller shall be responsible for the payment of all county documentary transfer taxes and the cost of a standard form owner's title policy. Purchaser shall be responsible for the payment of any additional costs for the Owner's Title Policy (including the cost of any title endorsements requested by Purchaser), the cost of recording the Deed and the cost of escrow fees charged by Escrow Holder. All other closing costs shall be paid according to custom in Placer County, California. Each party shall pay its own attorneys' fees incurred in connection with this Agreement or the transaction contemplated herein.

9.7 **CLOSING PROCEDURE.** Escrow Holder shall close escrow when it is in a position to: (i) record the Deed; (ii) pay to Seller, by wire transfer in immediately available funds, the amount of the Purchase Price, as such amount may be increased or decreased as a result of the allocation of the closing costs and prorations as specified in Sections 9.5 and 9.6; and (iii) issue to Purchaser the Owner's Title Policy in accordance with Section 5.2.

9.8 **POSSESSION; NOTICES.** On the Closing Date, Seller shall transfer to Purchaser possession of the Real Property free and clear of parties in possession and subject only to the Permitted Exceptions. Seller agrees that, as of the Closing Date, there shall be no personal property or equipment located on the Real Property. On the Closing Date or as soon thereafter as practicable, Seller shall send the notices to all vendors and contractors under any Approved Contracts (as defined below) informing them that Seller sold the Property to Purchaser on the Closing Date. Notwithstanding anything to the contrary set forth in this Agreement, Seller shall terminate on or before the Closing any Contracts other than the Contracts that will be assumed by Purchaser at Closing and are expressly approved by Purchaser by written notice delivered to Seller at least five (5) business days prior to the Closing Date (collectively, "Approved Contracts"). Seller shall provide written notice of termination to those applicable third parties with respect to all Contracts other than the Approved Contracts on or before the Closing.

9.9 **OPERATION; MAINTENANCE; PERSONAL PROPERTY.** Between Seller's execution of this Agreement and the Closing Date, at Seller's sole cost and expense, Seller shall (i) operate, manage, secure, and maintain the Property in a manner consistent with its current practices., (ii) perform when due, and otherwise comply with, all of Seller's obligations and duties under the Contracts, (iii) refrain from entering into or amending any Contracts, leases or other agreements regarding the Property that would be binding on Purchaser or the Property after Closing without Purchaser's prior written consent, which consent shall not be unreasonably withheld (except that following the expiration of the Feasibility Period, Purchaser's consent may be given or withheld in Purchaser's sole and absolute discretion), and (iv) maintain all present policies of insurance; provided, however, that in the event of a Taking or any damage to the Property by any casualty, then the provisions of Sections 6.1 and 6.2, respectively, shall apply. In the event any tangible personal property has not been removed from the Property as of Closing, such property shall be deemed abandoned to Purchaser and Purchaser may upon the Closing take possession thereof and retain the same as Purchaser's property or dispose of same in any manner which Purchaser may determine without liability or accountability therefor to Seller or any other party.

9.10 **EXCLUSIVITY.** After the Effective Date, Seller shall not, and shall cause its officers, employees, agents, representatives or any other person acting on behalf of or at the direction of Seller to not, directly or indirectly: (i) enter into any agreement, discussion, or negotiation with, or solicit, encourage, entertain or consider any inquiries or proposals from, any third party for the sale or purchase of the Property, or (ii) make or accept any offers for the sale or purchase of the Property, except as otherwise required by law or legislation or a governmental body or agency with lawful jurisdiction over the Property.

9.11 **PURCHASER REMEDIES.** If Seller defaults under or breaches this Agreement, or any of Seller's representations and warranties set forth in Section 7 are untrue, inaccurate or incorrect in any material respect, or Seller fails to sell the Property in accordance with this Agreement, Purchaser shall have the right, as its sole remedy, (a) to terminate this Agreement by giving written notice to Seller and receive the prompt return of the Deposit, (b) to enforce specific performance of Seller's obligation to sell the Property to Purchaser in accordance with this Agreement, or (c) proceed to Closing and pursue any remedies available to Purchaser, including the right to pursue Seller for damages. Purchaser shall only be entitled to bring a specific

performance action against Seller if Seller breaches its obligation to convey the Property to Purchaser.

10. **INTENTIONALLY DELETED.**

11. **INTENTIONALLY DELETED.**

12. **BROKERS.** Seller and Purchaser each warrant and represent to the other that no person, firm or entity is in a position to claim a real estate brokerage commission, due diligence fee or finder's fee as a procuring cause of this transaction based upon contacts with such party or the Property. Each party shall indemnify, defend, protect and hold the other party harmless from and against any and all claims, actions, causes of action, demands, liabilities, damages, costs and expenses (including reasonable attorneys' fees and costs) arising as a result of a breach of the foregoing warranty and representation.

13. **PROPRIETARY CAPACITY.** Purchaser acknowledges and agrees that Seller is acting in its proprietary capacity with respect to the sale contemplated in this Agreement, and agrees that Seller is in no way constrained from acting in its regulatory capacity in any manner with regard to any approval relating to the Project. Purchaser understands and agrees that Seller is entering into this Agreement in its capacity as a landowner with a proprietary interest in the Property and not as a regulatory agency of the Seller with certain police powers. Except as specifically stated herein, Purchaser further understands and agrees that no approval by Seller for purposes of this Agreement will be deemed to constitute any approval required by any federal, state, regional or Seller authority.

14. **MISCELLANEOUS.**

14.1 **NOTICES.** All notices, demands or other communications of any type given by either party to the other or to Escrow Holder, whether required by this Agreement or in any way related to this transaction, shall be in writing and shall be (a) delivered in person, in which event the notice shall be deemed received when delivery is actually made; (b) sent by overnight courier for next business day delivery, in which event the Notice shall be deemed received on the first business day after delivery to, and acceptance for delivery by, the courier; (c) sent by registered mail or certified mail, postage prepaid, return receipt requested, through the United States Postal Service, in which event the notice shall be deemed received at the time of personal delivery; or (d) sent via email, in which event such notice shall be deemed received on the date of transmission via email if sent before 5:00 p.m. Pacific time on a business day or if sent after 5:00 p.m. Pacific time, then on the next business day, provided that the sender does not receive any failure of delivery notice. All such notices shall be sent to the following addresses:

To Seller: City Manager's Office
City of Roseville
311 Vernon Street
Roseville CA 95605
Attn: Wayne Wiley
Telephone No.: (916) 774-5283
Email: wwiley@roseville.ca.us

With a copy to: City Attorney's Office
City of Roseville
Attn: Jonathan Levy
311 Vernon Street
Roseville CA 95605
Telephone No.: (916) 774-5325
Email: jlevy@roseville.ca.us

To Purchaser: BRIDGE Housing Corporation
600 California Street, Suite 900
San Francisco, CA 94108
Attention: Brad Wiblin
Telephone No.:
Email: bwiblin@bridgehousing.com

With a copy to: BRIDGE Housing Corporation
600 California Street, Suite 900
San Francisco, CA 94108
Attn: Rebecca Hlebasko
E-mail: rhlebasko@bridgehousing.com

and

Lubin Olson & Niewiadomski LLP
Transamerica Pyramid
600 Montgomery Street, 14th Floor
San Francisco, California 94111
Attn: Elizabeth S. Anderson, Esq.
Telephone No.: (415) 981-0550
Email: banderson@lubinolson.com

Either party hereto may change its address by notice given as provided herein to the other party and Escrow Holder.

14.2 **RULES OF CONSTRUCTION.** Where required for proper interpretation, words in the singular shall include the plural, the masculine gender shall include the neuter and the feminine, and vice versa. The headings of the Sections, Subsections and paragraphs contained in this Agreement are included only for convenience of reference and shall be disregarded in the

construction and interpretation of this Agreement. This Agreement has been fully negotiated at arms' length between the parties, after advice by counsel and other representatives chosen by the parties, and the parties are fully informed with respect thereto. No party shall be deemed the scrivener of this Agreement and, accordingly, the provisions of this Agreement shall be construed as a whole according to their common meaning and not strictly for or against any party. Use in this Agreement of the words "including" or "such as", or words of similar import, following any general term, statement or matter shall not be construed to limit such term, statement or matter to the enumerated items, whether or not language of non-limitation (such as "without limitation" or "but not limited to") are used with reference thereto, but rather shall refer to all items or matters that could reasonably fall within the broadest scope of such term, statement or matter.

14.3 **AMENDMENT; WAIVERS.** This Agreement may not be modified or amended except by an agreement in writing signed by the parties hereto. A party may waive any of the conditions contained herein or any of the obligations of the other party hereunder, but any such waiver shall be effective only if in writing and signed by the party waiving such conditions or obligations.

14.4 **TIME OF ESSENCE.** Time is of the essence of this Agreement and each provision hereof. However, if either Purchaser or Seller is acting diligently and in good faith to proceed with the consummation of the transaction contemplated by this Agreement on the Closing Date, the other party will, upon the written request of the requesting party, and subject to the deadlines and other requirements of Purchaser's Financing Sources, extend the Closing Date, one time only per party, up to fourteen (14) business days. The City Manager, on behalf of the Seller, shall have the authority to exercise this provision.

14.5 **ATTORNEYS' FEES.** If either party brings an action or proceeding at law or in equity to interpret or enforce this Agreement or any provisions thereof, or to seek damages or other redress for a breach, the prevailing party shall be entitled to recover, in addition to all other remedies or damages, reasonable attorneys' fees and costs (including but not limited to court costs) incurred in connection with such action or proceeding.

14.6 **LAW; VENUE.** This Agreement shall be governed by, construed and interpreted in accordance with the laws of the State of California. Any action arising out of this Agreement shall be brought in Placer County, California, regardless of where else venue may lie.

14.7 **ENTIRE AGREEMENT.** This Agreement, including the exhibits hereto, constitutes the entire agreement between the parties pertaining to the subject matter hereof and supersedes all prior and contemporaneous agreements and understandings of the parties in connection therewith. No representation, warranty, covenant, agreement or condition not expressed in this Agreement shall be binding upon the parties hereto or shall affect or be effective to interpret, change or restrict the provisions of this Agreement.

14.8 **ASSIGNMENT; SUCCESSORS AND ASSIGNS.** Purchaser shall have no right to assign this Agreement or any of Purchaser's rights hereunder without first having obtained HCD's approval, as necessary, and Seller's prior written consent to such assignment, which consent may be withheld in Seller's reasonable discretion, except that Seller's consent shall not be required if the assignee (a) agrees to be bound by all of the terms and conditions of this Agreement

and (b) such assignee is a business entity controlled and/or managed by, or under common control with, Purchaser, including, without limitation a limited partnership of which Purchaser (or a limited liability company of which Purchaser is a member) is a general partner; Purchaser shall deliver notice of any such assignment to Seller no later than thirty (30) days prior to the Closing Date. Any purported assignment by Purchaser to an unauthorized party shall be null and void. Subject to the foregoing, this Agreement, and the terms, covenants and conditions herein contained, shall be binding upon and inure to the benefit of the parties hereto and their respective successors, heirs and assigns.

14.9 **LIMIT ON REMEDIES.** Notwithstanding anything to the contrary contained in this Agreement, in no event shall either party be liable for any speculative, consequential or punitive damages. No person, acting solely in his or her representative capacity, for example, as a trustee of a trust, or officer of a corporation, or municipal corporation or its officers, agents, or employees that is a party to this Agreement, shall have any personal liability for the actions of the parties pursuant to this Agreement.

14.10 **EXHIBITS.** The exhibits to which reference is made in this Agreement are deemed incorporated into this Agreement in their entirety by such reference. The exhibits to this Agreement are the following:

- A Legal Description
- B HCD Form Covenant and Restriction
- C General Assignment
- D Predevelopment Schedule of Performance
- E Reserved
- F Grant Deed
- G Affidavit Of Non-Foreign Status

14.11 **DEFINITION OF BUSINESS DAY.** For purposes of this Agreement, the term “business day” shall mean any Monday through Friday that the City of Roseville is open for regular business, inclusive, but excluding any day on which banks are authorized to be closed by the State of California or the United States or is a recognized holiday of either the City of Roseville, the State of California, or the United States, and excluding the City of Roseville’s “flip week”. If any of the dates specified in this Agreement shall fall on a non-business day, then the date of such action shall be deemed to be extended to the next business day.

14.12 **COUNTERPARTS; ELECTRONIC SIGNATURES.** This Agreement may be executed in one or more counterparts by the parties hereto. All counterparts shall be construed together and shall constitute one agreement. Each party (i) has agreed to permit the use, from time to time, of telecopied signatures in order to expedite the transaction contemplated by this Agreement, (ii) intends to be bound by its telecopied signature, (iii) is aware that the other will rely on the telecopied signature, and (iv) acknowledges such reliance and waives any defenses (other than fraud) to the enforcement of any document based on the fact that a signature was sent by telecopy. As used herein, the term “telecopied signature” shall include any signature sent via facsimile or via email in portable document format (“.pdf”).

14.13 **SEVERABILITY**. If any of the provisions contained in this Agreement are for any reason held invalid or unenforceable, such holding shall not affect the remaining provisions or the validity and enforceability of the Agreement as a whole.

[Remainder of Page Intentionally Left Blank]

IN WITNESS WHEREOF, the parties have executed this Agreement on the dates set forth below.

SELLER:

CITY OF ROSEVILLE, a municipal corporation

By: _____

Name: DOMINICK CASEY

Title: City Manager

Dated: _____

ATTEST:

By: _____

Name: CARMEN AVALOS

Title: City Clerk

APPROVED AS TO FORM:

By: _____

Name: MICHELLE SHEIDENBERGER

Title: City Attorney

APPROVED AS TO SUBSTANCE:


By: _____

Name: MELISSA ANGUIANO

Title: Economic Development Director


PURCHASER:

BRIDGE HOUSING CORPORATION,
a California nonprofit public benefit corporation

By: 
Name: BRAD WIPLIN
Title: EVP

Dated: _____

AND

By: 
Name: Rebecca Glebasco
Title: SVP

Dated: _____

Acceptance by Escrow Holder:

The undersigned hereby acknowledges that it has received originally executed counterparts or a fully executed original (which may be via facsimile or email) of the foregoing Purchase and Sale Agreement and Escrow Instructions and agrees to act as Escrow Holder thereunder and to be bound by and perform the terms thereof as such terms apply to Escrow Holder.

Dated: _____, 2022

PLACER TITLE COMPANY

By: _____

Name: _____

Its Authorized Agent

EXHIBIT A

LEGAL DESCRIPTION

The land described herein is situated in the State of California, County of Placer, City of Roseville, described as follows:

Lots 5 and 6, as shown on the Map entitled "Final Map of City of Roseville Fire Station Subdivision No. PL17- 0093," filed for record in the office of the County Recorder of Placer County on November 1, 2018, in Book EE of Maps, Page 32.

APN: 013-290-005-000, 013-290-006-000

EXHIBIT B

Covenant or Restriction to be Recorded

Not less than 25 percent of the total number of residential units developed on the property shall be sold or rented at affordable housing cost, as defined in Section 50052.5 of the California Health and Safety Code, or affordable rent, as defined in Section 50053 of the California Health and Safety Code, to lower income households, as defined in Section 50079.5 of the California Health and Safety Code. Rental units shall remain affordable to and occupied by lower income households for a period of 55 years for rental housing and 45 years for ownership housing. The initial occupants of all ownership units shall be lower income households, and the units shall be subject to an equity sharing agreement consistent with the provisions of paragraph (2) of subdivision (c) of 65915 of the California Government Code. These requirements shall be covenants or restrictions running with the land and shall be enforceable against any owner who violates a covenant or restriction and each successor-in-interest who continues the violation by any of the entities described in subdivisions (a) to (f), inclusive, of Section 54222.5 of the California Government Code.

Date: _____

_____ [LOCAL AGENCY NAME]

By: _____

Name: _____

Title: _____

EXHIBIT C

GENERAL ASSIGNMENT

THIS ASSIGNMENT OF CONTRACTS AND INTANGIBLE RIGHTS, made as of _____, 202__, by and between _____, a _____ (“Seller”), and _____, a _____ (“Purchaser”).

WITNESSETH:

For valuable consideration, receipt of which is acknowledged, Seller and Purchaser agree as follows:

1. **ASSIGNMENT AND ASSUMPTION.**

Seller and Purchaser are “Seller” and “Purchaser”, respectively, with respect to that certain Purchase and Sale Agreement date as of _____, 2022 (as amended and assigned to Purchaser, the “Purchase Agreement”) with respect to that certain real property located in the City of Roseville, County of Placer, California, and more particularly described in the Purchase Agreement. All capitalized terms not otherwise defined herein shall have the meanings ascribed in the Purchase Agreement.

(a) Seller hereby assigns and transfers to Purchaser all right, title and interest of Seller in, to and under the contracts (the “Contracts”) described in **Exhibit A** attached hereto and made a part hereof.

(b) Seller hereby assigns and transfers to Purchaser all intangible personal property (including, without limitation, contract rights, warranties, guarantees, plans, specifications and architects’, engineers’, and all other consultants’ reports relating to the Property) on or related to the Property, and used exclusively in the ownership or operation of the Property.

(c) Purchaser hereby accepts the foregoing assignment, and assumes and agrees to perform all of the covenants and agreements in the Contracts to be performed by Seller thereunder that arise or accrue from and after the date of this Assignment as long as Purchaser owns the real property subject to the Contracts.

2. **INDEMNIFICATION.** Purchaser agrees to protect, indemnify, defend and hold Seller harmless from and against all claims, obligations, losses, damages, liabilities and expenses (including, without limitation, reasonable attorneys’ fees and costs) that Seller may incur or that may be asserted against Seller arising out of or in any way connected with, directly or indirectly, the Contracts from and after the date hereof. Seller agrees to protect, indemnify, defend and hold Purchaser harmless from and against all claims, obligations, losses, damages, liabilities and expenses (including, without limitation, reasonable attorneys’ fees and costs) that Purchaser may

incur or that may be asserted against Purchaser arising out of or in any way connected with, directly or indirectly, the Contracts prior to the date hereof.

3. **FURTHER ASSURANCES.** Seller and Purchaser agree to execute such other documents and perform such other acts as may be reasonably necessary or proper and usual to effect this Assignment.

4. **SUCCESSORS AND ASSIGNS.** This Assignment shall be binding upon and shall inure to the benefit of Seller and Purchaser and their respective personal representatives, heirs, successors and assigns.

5. **GOVERNING LAW.** This Assignment shall be construed under and enforced in accordance with the laws of the State of California.

6. **ATTORNEYS' FEES.** If either party brings an action or proceeding at law or in equity to interpret or enforce this Agreement or any provisions contained herein, or to seek damages or other redress for a breach, the prevailing party shall be entitled to recover in addition to all other remedies or damages, reasonable attorneys' fees and costs incurred in such action or proceeding.

7. **COUNTERPARTS.** The parties may execute this Assignment in one or more counterparts. All counterparts shall be construed together and shall constitute one agreement.

[Signatures on following page]

IN WITNESS WHEREOF, Seller and Purchaser have executed this Assignment as of the date first hereinabove written.

SELLER:

_____,
a _____

By: _____
Name: _____
Title: _____

PURCHASER:

_____,
a _____

By: _____
Name: _____
Title: _____

EXHIBIT A
to General Assignment

List of Contracts: None.

EXHIBIT D

Predevelopment Schedule of Performance

PRE-DEVELOPMENT	ESTIMATED DATE
Conceptual Design	November 2021
Entitlement Submittal	February 2022
Multifamily Housing Program Application (An Affordable Rental Housing Agreement shall be executed concurrent with close of escrow)	June 2022
MHP Program Award Date	October 2022 (estimated)
4% TCAC Application	March 2023
Building Permits Received	October 2023
4% TCAC Award	June 2023
Land Closing	January 2024 (Dependent on TCAC Award)
Construction Loan Closing	January 2024 (Outside Date)

EXHIBIT E

Reserved

EXHIBIT F

Recorded at Request of and:
When Recorded Mail to:

Mail Tax Statements to:

(Space Above For Recorder's Use)

APN: _____

The undersigned Grantor(s) declare(s):

Documentary Transfer tax is \$ _____ and City 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 _____
- Realty not sold

GRANT DEED

For valuable consideration, receipt of which is acknowledged,
_____, a _____, hereby grants to _____
_____, a _____, the real property in the City of _____,
County of _____, State of California, described in Exhibit A
attached hereto and incorporated herein by reference, together with the easements, rights and
privileges appurtenant thereto..

Dated: _____, 20____, _____,
a _____

By: _____
Name: _____
Title: _____

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 _____, before me, _____, a Notary Public, 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 _____

**EXHIBIT A
TO
GRANT DEED**

All of the real property in the City of Roseville, County of Placer, State of California, described as follows:

EXHIBIT G

AFFIDAVIT OF NON-FOREIGN STATUS

Section 1445 of the Internal Revenue Code provides that a transferee of a U.S. real property interest must withhold tax if the transferor is a foreign person. To inform the transferee that withholding of tax is not required upon the disposition of a U.S. real property interest by _____, a _____ (“Seller”), the undersigned hereby certifies the following on behalf of Seller:

1. Seller is not a foreign person, foreign corporation, foreign partnership, foreign trust or foreign estate (as those terms are defined in the Internal Revenue Code and Income Tax Regulations);
2. Seller’s Tax Identification Number is 94-6000409;
3. Seller’s address is 311 Vernon St., Roseville CA, 95678; and
4. Seller is not a disregarded entity as defined in Section 1.1445-2(b)(2)(iii) of the Internal Revenue Code Regulations.

Seller understands that this certification may be disclosed to the Internal Revenue Service by the transferee and that any false statement contained herein could be punished by fine, imprisonment, or both.

Under penalties of perjury I declare that I have examined this certificate and to the best of my knowledge and belief it is true, correct and complete, and I further declare that I have authority to sign this document on behalf of Seller.

Dated: _____, 20____

By: _____