File ID: 2026-01385 8/18/2026

[Contract] Sale of City Property Located at the Northeast Corner of Fair Oaks Boulevard and Howe Avenue (APN 294-0110-012-0000)

File ID: 2026-01385

Location: District 6

Recommendation: Adopt a **Resolution**: 1) approving the Purchase and Sale Agreement ("PSA") with TCP Investco HFO, LLC ("TCP"), for the sale of the property located at the northeast corner of Fair Oaks Blvd. and Howe Ave., APN: 294-0110-012-0000 ("Property") for $400,000; 2) finding that selling the Property without first calling for competitive bids according to the procedures in City Code Chapter 3.88 is in the best interest of the City; 3) authorizing the City Manager or designee to execute the PSA, escrow instructions, and grant deed; and to take all actions and execute all additional documents as may be necessary to implement the property sale; 4) authorizing the City Manager or designee to pay the broker fee, escrow fees, assessments, transfer taxes, and other fees from the sales proceeds to complete the sale of the Property in accordance with the terms of the PSA; and 5) authorizing the City Manager or designee to deposit the net sales proceeds, after deduction for the Department of Public Works staff costs, into the Innovation and Growth Fund (Fund 2031) pursuant to City Council resolution 2015-0038.

Contact: Richard Sanders, Facilities & Real Property Superintendent, (916) 808-7034, rsanders@cityofsacramento.org; James Christensen, Facilities Manager, (916) 808-5863, jechristensen@cityofsacramento.org; Department of Public Works

Presenter: None

Attachments:
1-Description/Analysis
2-Resolution
3-Purchase and Sale Agreement

Description/Analysis

Issue Detail: On November 15, 2022, per Resolution 2022-0352, the City Council declared the property located at the northeast corner of Fair Oaks Blvd. and Howe Ave. as "surplus property." On December 15, 2023, in accordance with the California Surplus Land Act (the "SLA") as set forth in Government Code Section 54220 et seq., a Notice of Availability (NOA) was sent to local public agencies and Housing Sponsors on the list posted by the CA Department of Housing and Community Development (HCD). The City did not receive any responses to the NOA. In August 2024, the City hired CBRE to list the Property for sale on the open market. The City received three valid offers from developers with extensive experience in developing commercial properties within the Sacramento Area. During negotiations it was discovered that additional development hurdles exist on the Property, and only TCP decided to proceed with final negotiations.

Policy Considerations: The recommendations in this report are consistent with the provisions of City Code Section 3.04.010 and Chapter 3.88 regarding the disposition of real property owned by the City, and the California Surplus Land Act (Government Code section 54220 et seq.).

Economic Impacts: None.

Environmental Considerations:
California Environmental Quality Act: The sale of surplus property is exempt from environmental review under CEQA Guidelines Section 15312, Surplus Government Property Sales, because the property is not located in an area of statewide, regional or areawide concern; it does not have significant values for wildlife habitat; the use of the property and adjacent property has not changed since the time of purchase; and the PSA does not approve development of the property.

Sustainability: Not applicable.

Commission/Committee Action: Not applicable.

Rationale for Recommendation: Approval of the PSA, will allow the City to dispose of this surplus property which has been vacant for more than 50 years. The sale will eliminate the costs for maintenance of the Property and provide funds to the City's Innovation and Growth Fund.

Financial Considerations: City will be required to pay in escrow a 6% brokerage commission, one half of the escrow fees, all of the transfer taxes, all of the title insurance cost, and its share of prorations and general expenses. In addition, Department of Public Works staff time will be paid out of the sales proceeds after the close of escrow. These costs will be deducted from the $400,000 cash sales proceeds. The remaining net cash sales proceeds will be deposited in the Innovation and Growth Fund pursuant to City Council resolution 2015-0038.

Local Business Enterprise (LBE): Not applicable.

RESOLUTION NO. 2026-

Adopted by the Sacramento City Council

Approving Purchase and Sale Agreement with TCP Investco HFO, LLC for Property Located at the Northeast Corner of Fair Oaks Blvd. and Howe Ave.

BACKGROUND

A. In 1976, the City acquired the property at the northeast corner of Fairl Oaks Blvd. and Howe Ave., identified as APN 294-0110-012-0000, ("Property"). The Property has been vacant and undeveloped. The City has determined that the Property is no longer necessary for the City's operations.

B. In accordance with the California Government Code section 54221(b)(1) of the Surplus Land Act, the Property was declared "Surplus Land" by the City Council on November 15, 2022, via Resolution No. 2022-0352. The City issued a Notice of Availability on December 15, 2023, and did not receive any responses from affordable housing developers. The City subsequently listed the Property for sale on the open market.

C. The City has complied with the provisions of City Code Section 3.04.010 and Chapter 3.88 regarding the disposition of real property.

BASED ON THE FACTS SET FORTH IN THE BACKGROUND, THE CITY COUNCIL RESOLVES AS FOLLOWS:

Section 1. The Purchase and Sale Agreement (PSA) with TCP Investco HFO, LLC for the property at the northeast corner of Fair Oaks Blvd. and Howe Ave. (APN 294-0110-012-0000) for $400,000.00 is hereby approved.

Section 2. Selling the Property without first calling for competitive bids according to the procedures in City Code Chapter 3.88 is in the best interest of the City.

Section 3. The City Manager or the City Manager's designee is authorized to execute the PSA, escrow instructions, and grant deed and to take all actions and execute all additional documents as may be necessary to implement the property sale.

Section 4. The City Manager or the City Manager's designee is authorized to pay the broker fee, escrow fees, title insurance cost, assessments, transfer taxes, prorations, and other general expenses from the sales proceeds to complete the sale of the Property in accordance with the terms of the PSA.

Section 5. The City Manager or the City Manager’s designee is authorized to deposit the net sales proceeds, after deduction for the Department of Public Works staff costs, into the Innovation and Growth Fund (Fund 2031) pursuant to City Council resolution 2015-0038.

PURCHASE AND SALE AGREEMENT

AND JOINT ESCROW INSTRUCTIONS

SELLER:	**CITY OF SACRAMENTO**
BUYER:	**TCP INVESTCO HFO, LLC**
PROPERTY:	**NORTHEAST CORNER OF FAIR OAKS BOULEVARD AND HOWE AVENUE**
DATED:	**JULY 1, 2026**

PURCHASE AND SALE AGREEMENT
AND JOINT ESCROW INSTRUCTIONS

This Purchase and Sale Agreement and Joint Escrow Instructions (this "Agreement") is made and entered into as of the Effective Date by and between Buyer and Seller, which are also referred to individually as “Party” and collectively as “Parties.”

Background

A. In 1976, City acquired five vacant parcels located at the intersection of Fair Oaks Boulevard and Howe Avenue from Moss Land Company. Several of the parcels have been previously sold by the City for commercial development. The City has determined that the last remaining parcel located at the northeast corner of Fair Oaks Boulevard and Howe Avenue and commonly identified as Sacramento County Assessor parcel number 294-0110-012-0000 (“Property”) is surplus to its needs.

B. In accordance with California Government Code Section 54221(b)(1) of the Surplus Land Act, on November 15, 2022, the City Council declared the Property as surplus via Resolution No. 2022-0352. On December 15, 2023, the City sent a Notice of Availability to Housing Sponsors and other affordable housing developers included on the list of statewide affordable housing developers maintained by the CA Department of Housing and Community Development (HCD). The City did not receive any responses to the Notice of Availability.

C. In August 2024 the City listed the Property for sale with CBRE. CBRE marketed the Property via its website, email, listing brochure, and on-site sign board with an open call for offers. Three valid offers were received by developers with extensive experience in developing commercial properties within the Sacramento area.

D. During negotiations it was discovered that additional development hurdles primarily related to vehicle access, shape, and utilities exist on the Property. These items require solutions which will add significant cost to the development of the Property. The price negotiated for the Property reflects these additional costs.

Agreement

In consideration of the information contained in the Background which is incorporated into this Agreement, and the mutual covenants, commitments, and promises contained in this Agreement, and for other good and valuable consideration, the receipt and sufficiency of which has been acknowledged and verified, Buyer and Seller agree as follows:

1. **<u>Defined Terms.</u>** The terms listed below shall have the following meanings throughout this Agreement:

Effective Date:	The date this Agreement is approved by the City Council of the City of Sacramento and signed and delivered by each Party.
Seller:	The City of Sacramento, a municipal corporation ("City" or "Seller").
Seller's Address:	City of Sacramento Attn: Real Estate Superintendent 915 I Street, 2nd Floor Sacramento CA 95814 Phone No.: (916) 808-7034 E-Mail: rsanders@cityofsacramento.org
Seller's Broker:	CBRE Attn: Jon Wilcox 500 Capitol Mall, Suite 2400 Sacramento, CA 95814 Phone No. (916) 781-4860 Email: jon.wilcox@cbre.com
Buyer:	TCP Investco HFO, LLC, a California limited liability company "Buyer")
Buyer's Address:	TCP Investco HFO Attn: Ken King 4501 Auburn Blvd. Ste. 106 Sacramento CA 95841 Phone No.: (916) 704-6767 E-Mail: ken@tricapdevelopment.com
Buyer's Broker:	The Edwards Company Attn: Andrea Sessions 301 University Ave. Ste. 140 Sacramento CA 95825 Phone No. (916) 277-8122 Email: andrea@theedwardsco.com
Property:	Parcel located at the northeast corner of Fair Oaks Blvd. and Howe Ave., commonly referred to as Sacramento County Assessor parcel number 294-0110-012-0000, and as legally described in Exhibit 1.

Lease:	None. The Property is not subject to any lease or other occupancy agreement.
Purchase Price:	The total Purchase Price for the Property is \$400,000.00.
Escrow Holder and Title Company:	Fidelity National Title Company Paul Avila, Escrow Officer 8525 Madison Ave., Suite 110 Fair Oaks CA 95628 Phone No. (916) 646-6057 Email: pavila@fnf.com Escrow # 01005833-010
Escrow Instructions:	The instructions issued by Seller and Buyer to Escrow Holder are in <u>Exhibit 2</u>, in addition to the terms and conditions set forth in this Agreement.
Due Diligence Period:	Buyer to have 30 calendar days from Effective Date of this Agreement to complete the due diligence review and release contingencies.
Closing Date or Closing:	Closing shall occur on 30 calendar days following the date of final action on the Entitlements and the close of any appeal or reconsideration period.

2. **<u>Exhibits.</u>** The following Exhibits are defined in this Agreement and are attached and incorporated into this Agreement by this reference:

<u>Exhibit 1</u> Legal Description
<u>Exhibit 2</u> Escrow Instructions
<u>Exhibit 3</u> Grant Deed with Easement Reservations

3. **<u>Purchase and Sale.</u>** Subject to the discretion afforded to each Party and compliance with all of the terms, covenants, and conditions in this Agreement, Buyer agrees to purchase the Property from Seller, and Seller agrees to sell the Property to Buyer at the Purchase Price. The Property shall be conveyed to Buyer from Seller by means of a Grant Deed in the form attached as <u>Exhibit 3</u>.

4. **Purchase Price.** The Purchase Price shall be FOUR HUNDRED THOUSAND DOLLARS ($400,000.00), of which Buyer shall pay to Escrow Holder as of the Closing Date in accordance with provisions in Section 13.

Within three (3) business days from the Effective Date of this Agreement, Buyer shall deposit the sum of FIFTY THOUSAND DOLLARS ($50,000) (the "Deposit") paid to Escrow Holder to be deposited into the Escrow account established pursuant to this Agreement as an advance against payment of the Purchase Price for the Property to be paid as of the Closing Date. Buyer may direct Escrow Holder regarding investment of the Deposit to obtain interest earnings.

The Deposit shall be an advance against payment of the Purchase Price for the Property and shall be credited against the Purchase Price owed at Closing. The Deposit shall be returned to the Buyer if the Buyer elects to not proceed with the transaction prior to the end of the Buyer's Due Diligence Period. After the expiration of Buyer's Due Diligence Period, the Deposit shall be non-refundable, except in the event of Seller's default, the failure of a condition for Buyer's benefit or as may be expressly set forth in this Agreement, including without limitation the termination of this Agreement due to the failure to obtain the Entitlements within the time period set forth in Section 6(b), or the termination of this Agreement due to infeasible conditions of approval as set forth in Section 6(b). If Buyer fails to proceed with the Closing in accordance with the requirements of this Agreement after expiration of Buyer's Due Diligence Period, the Deposit (excluding any interest earnings) shall be paid to Seller by the Escrow Holder.

5. **As-Is Purchase**. As a material inducement to Seller to execute this Agreement, Buyer acknowledges, represents and warrants as follows:

(a) As of the Closing, Buyer will have fully examined and inspected the Property, together with such other documents and materials with respect to the Property which Buyer deemed necessary or appropriate in connection with its investigation and examination of the Property. As of the Closing, Buyer will have accepted the physical condition, value, presence or absence of Hazardous Substances, use, operation, tax status, income and expenses of the Property, with the exception of Buyer's Contingencies per Section 11. The Property will be purchased by Buyer "AS IS" and "WHERE IS" and with all faults. Except with respect to Seller's express representations and warranties set forth in this Agreement, Buyer has decided to purchase the Property solely on the basis of its own independent investigation and not in reliance on any reports, documents, or other information Seller may have disclosed or provided to Buyer.

(b) Seller has not made, does not make, and has not authorized anyone else (including Seller's officers, employees, agents and contractors) to make any representation as to the present or future physical condition, value, presence or absence of Hazardous Substances, violation of any Environmental Laws, operation, use, tax status, income and expenses, or any other matter or thing pertaining to the Property. Buyer acknowledges that no other representation or warranty has been made by Seller and that in entering into this Agreement Buyer does not rely on any other representation or warranty.

(c) EXCEPT AS EXPRESSLY SET FORTH IN THIS AGREEMENT, SELLER MAKES NO WARRANTY OR REPRESENTATION, EXPRESS OR IMPLIED, OR ARISING BY OPERATION OF LAW, INCLUDING, WITHOUT LIMITATION, ANY WARRANTY OF THE CONDITION, HABITABILITY, MERCHANTABILITY, OR FITNESS OF THE PROPERTY FOR THE PARTICULAR PURPOSE FOR WHICH BUYER INTENDS TO DEVELOP AND USE THE PROPERTY.

6. <u>Development of Property</u>. Buyer acknowledges and accepts that Seller will not be liable to Buyer regarding any inability of Buyer to use and develop the Property for Buyer's intended use, even though such planned use or development project may be referenced in this Agreement, and agrees with the following provisions:

(a) Seller shall not be bound by any verbal or written statements, representations, real estate broker's "setups," or other information pertaining to the Property that may have been furnished by Seller's real estate broker or other agents. Even though Seller is a government agency with regulatory authority over development of property within the jurisdictional boundaries of the City of Sacramento, Seller shall not be liable to Buyer for any verbal or written statements, representations, or other information that any of Seller's officers, employees, agents, or contractors may have disclosed to Buyer regarding the ability to develop the Property for Buyer's intended use prior to the Closing.

(b) Within forty-five (45) calendar days of the Effective Date, Buyer shall submit its formal application for entitlements to develop the Property (the "Entitlements") for a commercial development and associated site improvements, all of which shall conform to the 2040 General Plan land use designation. If the Entitlements have not been approved by the City within eighteen (18) months following submission of the Entitlements, then this Agreement may be terminated by either Party. In such event, the Deposit shall be returned to Buyer. In addition, if the Entitlements are proposed for approval subject to one or more conditions of approval that, in Buyer's commercially reasonable discretion, are infeasible or render the development of the Property for its intended use infeasible (economically or otherwise), Buyer may elect to withdraw its application for the Entitlements and terminate this Agreement by written notice to Seller at any time prior to final action on the Entitlements, and upon such termination the Deposit shall be returned to Buyer.

(c) Seller, acting as a government agency with municipal land use regulatory authority, may elect not to approve the Entitlements or issue any permits that may be required to develop the Property. Seller shall have no obligation whatsoever to exercise its legislative and discretionary municipal land use regulatory authority in any particular manner to benefit Buyer. This Agreement shall not be construed as a "development agreement" within the meaning of Government Code Section 65864 *et seq*.

(d) **Seller has not approved Buyer's plans for development of the Property under this Agreement.**

(e) In accordance with the Surplus Land Act, the Grant Deed shall include a deed restriction against the Property to impose the requirement that any housing project of ten or more residential units built on the Property must meet the requirement that a minimum of 15% of the total housing units will be affordable to Lower Income Households.

(f) Buyer acknowledges that Seller shall reserve easements for public right of way, public sidewalk and for City drainage lines, as indicated in the Grant Deed. If Buyer's future development of the Property results in relocation of the existing sidewalk and/or City drainage lines present on the Property, Buyer agrees to grant new drainage easement(s) to Seller in the location of the relocated drainage lines, and Seller agrees to subsequently quitclaim the reserved City sidewalk and/or drainage easement(s) or portion of reserved City drainage easement(s).

(g) At Buyer's request, Seller agrees to initiate the process to vacate/abandon the public service easement (Abandonment Request) located along the south property line of the Property. Seller makes no representation that the Abandonment Request will be approved.

7. **<u>Seller's Disclosure and Buyer's Release and Indemnity</u>**. Seller and Buyer agree to the following provisions with regard to the physical condition of the Property, the financial condition of the Property, the value of the Property, the suitability of the Property for Buyer's intended use, and the accuracy or completeness of any information from Seller reviewed by Buyer in connection with its investigations of the Property and which may have been relied upon by Buyer in deciding to purchase the Property.

(a) In accordance with California Health and Safety Code Sections 78700 and 78705, California Government Code Sections 8589.3, 8589.4 and 51183.5, California Public Resources Code Sections 2621.9, 2694 and 4136, collectively the "Disclosure Statutes," Seller discloses that there could have been a release of Hazardous Substances, as defined below, on or beneath the Property which substances may remain on or beneath the Property and constitute contamination under the Environmental Laws based on any prior farming operations. However, Seller represents and warrants that is has no actual knowledge of any such release. With respect to Seller's obligation under the Disclosure Statutes, Buyer agrees that Seller has satisfied the statutory requirements and that Seller shall not be held liable for any errors or inaccuracies in the reports Seller provided to Buyer, if any.

(b) Seller has made a good faith effort to identify and provide to Buyer all documents and materials in its possession regarding the Property, including, without limitation, reports regarding the condition of the Property with regard to the release by Seller or a prior owner of the Property of any Hazardous Substances and the presence of any underground storage tanks in, on or about the Property, and discloses to Buyer that to the best of its knowledge no such information exists. Seller has or will provide Buyer with the opportunity to inspect the Property and conduct tests of the soil, groundwater, and any materials on the Property in accordance with the provisions in <u>Section 24</u>. Buyer acknowledges that any condition of the Property which Buyer discovers and desires to correct or improve prior to or after Closing shall be at Buyer's sole expense.

(c) The Natural Hazards Report, if any, as defined in Section 19 shall not be deemed to constitute a representation or warranty by Seller as to the presence or absence in or around the Property of any conditions that are the subject of the Disclosure Statutes.

(d) For the purposes of this Agreement, the term "Hazardous Substances" means any chemical substance, material, controlled substance, object, condition, waste, living organism, or combination thereof which is or may be hazardous to human health or safety or to the environment due to its ignitability, corrosivity, reactivity, explosivity, toxicity, carcinogenicity, mutagenicity, phytotoxicity, reproductive toxicity, infectiousness, radioactivity, or other harmful or potentially harmful properties or effects, including, without limitation, petroleum and petroleum products, asbestos, radon, and polychlorinated biphenyls (PCBs), which are now or may become in the future listed, defined or regulated in any manner by any Environmental Law or regulation.

(e) For the purposes of this Agreement, the term "Environmental Law(s)" means any and all federal, state and local environmental, health, or safety related laws, regulations, ordinances, codes, decrees, directives, standards, rules, guidelines, permits, and decision of federal and state courts as currently existing and as may be amended, enacted, issued or adopted in the future, which due to the presence or potential presence of Hazardous Substances are or become applicable to the Property or persons or entities who own, occupy, use, visit, or work on or in the Property. Environmental Laws include, without limitation, the Comprehensive Environmental Response, Compensation and Liability Act ("CERCLA") as set forth in 42 USCA 9601 *et seq*., the California Hazardous Waste Control Laws as set forth in California Health and Safety Code Sections 21500 *et seq*., and the California Porter Cologne Act as set forth in California Water Code Section 13000 *et seq*.

(f) If Buyer proceeds to Closing with actual knowledge of any matter discovered prior to the expiration of the Buyer's Due Diligence Period with respect to the Property which is in conflict with any of Seller's representations and warranties in this Agreement, Buyer shall be deemed to have waived such Seller's representations and warranties to the extent inconsistent with Buyer's actual knowledge.

(g) Upon Closing, excluding (i) Claims from third parties that accrued prior to Closing related to the acts or omissions of Seller, (ii) Claims related to Seller's breach of this Agreement or express representations and warranties set forth in this Agreement, and (iii) Claims arising from any material fact or condition of which Seller had notice or knowledge prior to Closing and failed to disclose to Buyer in writing, Buyer shall assume the risk of any condition of the Property, and shall defend, indemnify and hold Seller harmless as follows:

1) The following release and waiver of Claims shall be referred to as the "Release." Upon the Closing, Buyer, on its own behalf and on behalf of each of its successors and assigns and each and all of its and their respective members, partners, officers, directors, employees, parents, affiliates and subsidiaries, and each of their respective successors and assigns (collectively, "Waiver Parties") hereby fully, forever, irrevocably and

unconditionally waives and releases Seller and its respective officers, employees, agents, and representatives and their respective successors and assigns (collectively, "Released Parties") from: (i) any and all claims, liabilities, losses, obligations, orders, requirements, restrictions, liens, penalties, fines, charges, debts, demands, damages, costs, expenses, counterclaims, suits, proceedings, actions, causes of action, costs and expenses (including, but not limited to, reasonable attorneys' fees and costs) of any kind and nature whatsoever, whether known or unknown, anticipated or unanticipated, whether foreseeable or unforeseeable, and howsoever arising or accruing (collectively, the "Claims"), that the Waiver Parties, or any of them, ever had, now have, or may have against the Property or the Released Parties pertaining to the Property, arising or accrued prior to the Closing; and (ii) any and all conditions of the Property, including, without limitation, any and all actual, threatened or potential Claims, and Claims for contribution under any law relating to Hazardous Substances, whether under any federal, state or local law (both statutory and non-statutory) or Environmental Laws, and, whether asserted or demanded by a third party against any of the Waiver Parties or incurred directly or indirectly by any of the Waiver Parties themselves, that any of the Waiver Parties may now or hereafter have against any of the Released Parties and that arise in connection with or in any way are related to: (a) the physical condition of the Property, the financial condition of the Property, the value of the Property, the suitability of the Property for Buyer's intended use, management or operation of the Property, or the accuracy or completeness of any information reviewed by Buyer in connection with its investigations of the Property and which may have been relied upon by Buyer in deciding to purchase the Property; (b) any handling of any Hazardous Substances at, beneath, to, from, or about the Property; (c) any compliance or non-compliance with Environmental Laws regarding any Hazardous Substances or any handling related thereto at, beneath, to, from, or about the Property; (d) any acts, omissions, services or other conduct related to any of the foregoing items "(a)" through "(c)," inclusive; and/or (e) any condition, activity, or other matter respecting the Property that is not addressed by any of the foregoing items "(a)" through "(d)," inclusive; Provided, however, that Waiver Parties do not release Released Parties from any third party Claims that are incurred, related to, arising from, or accruing prior to the Closing.

2) The following indemnification of Claims shall be referred to as the "Indemnity." Buyer shall defend, hold harmless and indemnify the Released Parties and each of them from and against all third party Claims that are incurred, related to, arising from, or accruing after the Closing for the matters that are covered under the provisions of the foregoing subsection. Released Parties shall defend, hold harmless and indemnify the Waiver

Parties and each of them from and against all third party Claims that are incurred, related to, arising from, or accruing prior to the Closing.

(h) For the foregoing Release of Claims, to the fullest extent not prohibited by law, Buyer expressly and specifically waives the benefits of Section 1542 of the California Civil Code ("Section 1542"), which is excerpted below and any successor laws:

> "A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH 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."

Buyer has been advised by its legal counsel and understands the significance of this waiver of Section 1542 relating to unknown, unsuspected, and concealed Claims, and Buyer specifically represents that Buyer has carefully reviewed the Release provisions with its legal counsel and the Parties agree that the Release provisions are a material part of this Agreement. Buyer acknowledges that it fully understands, appreciates and accepts all of the terms and provisions in this Section 7.

(i) Buyer acknowledges that the foregoing Release of Claims is voluntary and without any duress or undue influence, and is given in consideration for Seller's consent to sell the Property to Buyer under the terms of this Agreement. Buyer expressly acknowledges that it may discover facts different from or in addition to those which it believes to be true as the Effective Date with respect to the Release of Claims. Buyer agrees that the foregoing Release and Indemnity shall be and remain effective in all respects notwithstanding such different or additional facts, except in instances of fraud or willful and wrongful acts or omission of the Released Parties.

(j) Buyer represents and warrants to Seller that it has not and will not assign or transfer to any person or entity any matter under the foregoing Release and Indemnity and hold Seller harmless from and against any and all Claims based on or arising out of any such assignment or transfer, or purported assignment or transfer.

(k) The provisions of this Section 7 shall survive the Closing and the recording of the Grant Deed conveying the Property from Seller to Buyer.

8. Maintenance of Property and Commitments After Effective Date.

From the Effective Date until the Closing, Seller shall not: (a) be obligated to undertake any maintenance or repairs of the Property; or (b) take or authorize any action with regard to the Property other than issuing a right of entry as provided in Section 24, including making any commitments or representations to any third party, including governmental authorities and lenders, or adjoining or surrounding property owners; but excluding actions necessary to protect the public health, safety or welfare.

9. **Escrow and Closing**. The Escrow process for the purchase and sale of the Property between Buyer and Seller shall be as follows:

(a) **Opening of Escrow.** The escrow ("Escrow") shall be deemed opened ("Opening of Escrow") on the date that Escrow Holder receives a copy of this Agreement fully executed by Buyer and Seller. Escrow Holder shall promptly notify Buyer and Seller in writing of the date of the Opening of Escrow. Provided as Exhibit 2 is the form of the "Escrow Instructions" which Buyer and Seller shall execute and deliver to Escrow Holder. Buyer and Seller agree to execute, deliver and abide by any reasonable or customary supplemental escrow instructions or other instruments reasonably required by Escrow Holder to consummate the transaction; provided, however, no such instructions or instruments shall conflict with, amend or supersede any portion of this Agreement. If there is any conflict or inconsistency between the terms of Escrow Holder's instructions or instruments and the terms of this Agreement and the Escrow Instructions, then the terms of this Agreement and the Escrow Instructions shall control.

(b) **The Closing.** On the Closing Date as defined in Section 1, all matters to be performed under this Agreement incident to the sale of the Property and the payment of the cash portion of the Purchase Price (collectively, "Closing") shall be performed at the offices of Escrow Holder, or other mutually acceptable location agreed to in writing by Buyer and Seller. Notwithstanding anything in this Section 9 to the contrary, the Parties agree to use commercially reasonable efforts to pre-close the transaction (i.e., deliver sign documents into Escrow) no later than the business day immediately preceding the then-scheduled date of Closing. For purposes of this Agreement, the actual date of the Closing shall be the date that the Grant Deed in the form attached as Exhibit 3 is recorded by Escrow Holder pursuant to applicable law in Sacramento County, California.

(c) **Possession of the Property.** As of the Closing, Buyer shall obtain rights to the full possession of the Property. Seller's delivery of possession of the Property to Buyer shall be free and clear of all prior uses and/or occupancies unless Buyer has approved the continued use and occupancy of the Property pursuant to the provisions set forth in this Agreement. During the term of this Agreement, Seller shall not enter into any leases or grant any party any rights or possessory interests in the Property or any portion thereof without Buyer's prior written consent, which consent may be given or withheld in Buyer's sole discretion. Buyer will assume responsibility for the physical condition of the Property from the date of Closing and thereafter.

10. **Independent Consideration.** Contemporaneously with the execution and delivery of this Agreement, Buyer has delivered to Seller and Seller hereby acknowledges the receipt of funds in the amount of One Dollar ($1.00) (the "Independent Contract Consideration"), which amount the Parties bargained for and agreed to as consideration for Buyer's right to purchase the Property pursuant to this Agreement and for Seller's execution, delivery and performance of this Agreement. The Independent Contract Consideration is in addition to and independent of any other consideration or payment provided in this Agreement, is nonrefundable, and is fully earned and shall be retained by Seller notwithstanding any other provision of this Agreement.

11. **<u>Buyer's Contingencies</u>.** Buyer's obligation to consummate the purchase of the Property is subject to the satisfaction or waiver, on or before the Closing Date, of the following conditions precedent (collectively, "Buyer's Contingencies"), which are for Buyer's benefit only. If this Agreement is not terminated before the Closing Date, then Buyer shall be deemed to have waived all of Buyer's Contingencies, this Agreement shall remain in full force and effect, and the Closing shall occur subject to the terms and conditions of this Agreement and the Escrow Instructions.

(a) **Title Review.** Seller has provided to Buyer the Preliminary Title Report prepared by Fidelity National Title Company ("Fidelity") and the Escrow Instructions are based on that report. Seller will request Fidelity to deliver to Seller and Buyer an updated Preliminary Title Report after execution of this Agreement. As part of the Escrow Instruction, the exceptions which Buyer will permit to remain on title based on the Fidelity Preliminary Title Report (the "Permitted Exceptions") shall be identified by Buyer prior to the expiration of Buyer's Due Diligence Period referenced in <u>Section 11(b)</u> below.

The Permitted Exceptions shall include lien (or liens) to secure payment of real estate taxes or assessments and all other state, county and local taxes, charges, and bonds (general, special or otherwise), imposed or assessed, which are not yet due or payable. Buyer shall be satisfied with title to the Property, subject only to the Permitted Exceptions as reflected in the Fidelity Title Report by the Closing Date.

(b) **Inspections and Studies.** From and after the Effective Date, Buyer will have thirty (30) days to investigate the suitability of the Property for Buyer's intended uses ("Buyer's Due Diligence Period"). Buyer's investigations may include, without limitation, the availability and cost of providing utilities, the location of underground sewers and storm drains, topographic studies, surveying, and an environmental site assessment. Prior to expiration of the Buyer's Due Diligence Period, Buyer shall deliver to Seller written notice ("Due Diligence Period Notice") of its approval or disapproval of its inspections of the Property or any aspect, feature or condition of the Property, which approval shall be in Buyer's sole and absolute discretion. The failure of Buyer to timely deliver the Due Diligence Period Notice shall be deemed to constitute Buyer's disapproval of the contingency described in this Section 11(b), and the Deposit shall be returned to Buyer and, except as otherwise provided in this Agreement, Seller and Buyer will have no further obligations or rights to one another under this Agreement.

(c) **Representations and Warranties.** All representations and warranties of Seller contained in this Agreement shall be materially true and correct as of the Effective Date and as of the Closing Date.

(d) **No Default.** Seller is not in default in the performance of any material covenant or agreement to be performed by Seller under this Agreement.

(e) **Title Insurance.** The conveyance by the Seller of good and marketable fee title to the Property, as evidenced by a standard form California Land Title Association ("CLTA") title insurance policy (or at Buyer's option a standard form American Land Title Association ("ALTA") title insurance policy) to be issued by the Title Company in the amount of the Purchase Price and containing endorsements reasonably required by Buyer ("Buyer's Title Policy"), insuring fee simple title, which is free and clear of all liens and encumbrances subject only to the Permitted Exceptions set forth in the Escrow Instructions.

If any of the conditions set forth in this Section 11 are not timely satisfied or waived by the Buyer, this Agreement shall terminate, and the Deposit and all other monies delivered to Escrow Holder by Buyer shall be returned to Buyer, and except as otherwise provided herein or if the failure of the condition is due to a default by Seller, the parties shall have no further obligations hereunder.

12. Seller's Contingencies. Seller's obligation to sell the Property to Buyer is subject to the satisfaction or waiver, on or before the Closing Date, of the following conditions precedent ("Seller's Contingencies"), which are for Seller's benefit only. If this Agreement is not terminated before the Closing Date, then Seller shall be deemed to have waived all of Seller's Contingencies, this Agreement shall remain in full force and effect, and the Closing shall occur subject to the terms and conditions of this Agreement and the Escrow Instructions.

(a) **Representations and Warranties.** All representations and warranties of Buyer contained in this Agreement shall be materially true and correct as of the Effective Date and as of the Closing Date.

(b) **No Default.** Buyer is not in default in the performance of any material covenant or agreement to be performed by Buyer under this Agreement.

If any of the conditions set forth in this Section 12 are not timely satisfied or waived by the Seller, this Agreement shall terminate, and unless the failure of the condition is due to a default by Buyer, the Deposit and all other monies delivered to Escrow Holder by Buyer shall be returned to Buyer, and thereafter, the parties shall have no further obligations hereunder.

13. Buyer's Deliveries to Escrow. Unless another time is specified below, at least one (1) business day before the Closing Date, Buyer shall deposit or cause to be deposited with Escrow Holder the following items, duly executed and, where appropriate, acknowledged ("Buyer's Delivered Items"):

(a) **Funds.** On or prior to the Closing Date, Buyer shall deliver to Escrow Holder, the Purchase Price as defined in Section 3 of this Agreement, minus the Deposit previously delivered to Escrow Holder, if any, in the form of a certified or cashier's check or wired funds, plus Buyer's Costs, Buyer's share of prorations set forth on the Proration and Expense Schedule, and Buyer's share of the General Expenses, all as defined in Section 16.

(b) **Preliminary Change of Ownership Report.** A Preliminary Change of Ownership Report fully completed by Buyer (the "Preliminary Change of Ownership Report").

(c) **Authority.** Such proof of Buyer's authority and authorization to enter into this Agreement, on the part of each individual or entity comprising Buyer, and to consummate the transaction contemplated in this Agreement as may be reasonably requested by Seller or Title Company.

(d) **Further Documents or Items.** Any other documents or items reasonably required to close the transaction contemplated by this Agreement.

(e) **Failure to Deliver.** If Buyer is in default of its obligation to deliver any of the Buyer's Delivered Items and Buyer's counterparts to the jointly delivered items into Escrow timely in accordance with the terms of this Agreement, then Seller shall be entitled to pursue any and all rights available to Seller under this Agreement as set forth in Section 23 of this Agreement.

14. Seller's Deliveries to Escrow. At least one (1) business day before the Closing Date, Seller shall deposit or cause to be deposited with Escrow Holder the following items, duly executed and, where appropriate, acknowledged ("Seller's Delivered Items"):

(a) **Grant Deed.** The City to Buyer Grant Deed in the form attached as Exhibit 3.

(b) **Title Affidavit.** A customary "seller's affidavit" as may reasonably be required by Title Company in connection with issuance of Buyer's Title Policy with elimination of certain pre-printed exceptions.

(c) **Further Documents or Items.** Any other documents or items as may be reasonably requested by Buyer or Title Company to close the transactions contemplated by this Agreement.

(d) **Failure to Deliver.** If Seller is in default of its obligation to deliver any of the Seller's Delivered Items and Seller's counterparts to the jointly delivered items into Escrow timely in accordance with the terms of this Agreement, then Buyer shall be entitled to pursue any and all rights available to Buyer under this Agreement, at law or in equity.

15. Joint Deposits into Escrow. On or before one (1) business day before the Closing Date, Seller and Buyer shall execute, acknowledge where required, complete required insertions, and jointly deposit into Escrow two (2) original counterparts of the Closing Statement in a form reasonably acceptable to Buyer and Seller showing the allocation of Buyer's Costs, Seller's Costs, Escrow Expenses, Prorations, and General Expenses, all as defined in Section 16, and disbursements to be made by Escrow Holder.

16. Costs and Expenses. Should the Closing fail to occur due to Buyer's default, Buyer will be responsible for any and all Escrow Expenses incurred by Escrow Holder. If the Closing shall fail to occur because of a Seller default, then Seller shall be responsible for any and all Escrow Expenses incurred by Escrow Holder. If there is a Closing and the Property is transferred from Seller to Buyer, then the costs and expenses of this transaction shall be allocated between Seller and Buyer as follows:

(a) **Seller's Costs.** Seller shall bear the following costs and expenses at Closing: (i) one-half (½) of the Escrow Expenses; (ii) one hundred percent (100%) of the standard CLTA owner's title policy; (iii) Seller's share of Prorations and General Expenses; (iv) one hundred percent (100%) of the City and County transfer taxes; (v) brokerage fee of 3% of the Purchase Price to the Seller's Broker; and (vi) brokerage fee of 3% of the Purchase Price to the Buyer's Broker (collectively, "Seller's Costs").

(b) **Buyer's Costs.** Buyer shall bear the following costs and expenses at Closing: (i) one-half (½) of Escrow Expenses; (ii) zero percent (0%) of the standard CLTA owner's title policy, and the full additional premium for the issuance of an ALTA extended coverage owner's title policy and any endorsements requested by Buyer; (iii) Buyer's share of General Expenses and Prorations, (iv) zero percent (0%) of the City and County transfer taxes (collectively, "Buyer's Costs").

(c) **Escrow and General Expenses.** Buyer and Seller shall each pay fifty percent (50%) of Escrow Holder's customary and reasonable charges to buyers and sellers for the preliminary title report, escrow services, document drafting, recording and miscellaneous charges (the "Escrow Expenses"). If, through no fault of either Buyer or Seller, Escrow fails to close, Buyer and Seller shall share equally all of the Escrow Expenses; however, if the Closing fails to close as the result of the default of either Party, then such defaulting party shall bear all of the Escrow Expenses. All other usual and customary costs and expenses for the Closing which are not listed in this Agreement shall be allocated between Buyer and Seller in accordance with the customary practice in Sacramento County, California (the "General Expenses.") Each Party shall bear the costs of its own attorneys and consultants in connection with the negotiation and preparation of this Agreement and the consummation of the transactions contemplated in this Agreement.

(d) **Proration of Expenses.** Any expenses associated with maintenance and operation of the Property (the "Prorations") will be allocated between Seller and Buyer as of 11:59 p.m. on the day immediately preceding the Closing Date. Not less than three (3) business days before the Closing Date, Escrow Holder shall deliver to Buyer and Seller a tentative schedule of the Prorations (the "Proration and Expense Schedule") for Buyer's and Seller's reasonable approval. If any Prorations require final adjustment after Closing, then the Parties shall make the appropriate adjustments promptly when accurate information becomes available and either Party shall be entitled to an adjustment to correct the same. To the extent the amount exceeds $250.00, any corrected or adjustment Proration shall be paid promptly in cash to the Party entitled to such payment.

(e) **Property Taxes.** All general and special real and personal property and ad valorem taxes, assessments and all other state, county and local taxes, charges, and bonds (general, special or otherwise), imposed or assessed, if any, whether payable in installments or not, including, without limitation, all supplemental taxes attributable to the period prior to the Closing for the calendar year in which the Closing occurs, shall be prorated to the Closing Date, based on the latest available tax rate and assessed valuation.

17. **<u>Closing Procedure</u>.** When the Title Company is ready to issue the Buyer's Title Policy and all required documents and funds have been deposited with Escrow Holder, Escrow Holder shall close Escrow as of the specified Closing Date, or at a sooner date with approval of both Parties, in the manner and order provided below:

(a) **Date; Counterparts.** Escrow Holder shall date all instruments as of the date of the Closing (if not dated) and combine all counterparts of instruments delivered to Escrow Holder in counterparts.

(b) **Document Recordation.** Escrow Holder shall record the Grant Deed in the Official Records of the Recorder's Office (the "Official Records").

(c) **Preliminary Change of Ownership Report.** Escrow Holder shall submit the Preliminary Change of Ownership Report to the Recorder's Office concurrently with the submission of the Grant Deed for recordation.

(d) **Notification; Disburse Funds.** Escrow Holder shall provide telephonic or e-mail notice to Buyer and Seller that the Closing has occurred, deliver the final Closing Statement in accordance with <u>Section 18</u> to each Party by e-mail, and disburse funds. In disbursing funds, Escrow Holder shall debit or credit (as provided herein) all Buyer's Costs, Seller's Costs, prorate all matters based on the approved Proration and Expense Schedule, the Deposit and the balance of the Purchase Price for the Property to Seller; and disburse the remaining funds, if any, to Buyer.

(e) **Title Policy.** Escrow Holder shall cause its Title Company to issue the Buyer's Title Policy to Buyer in accordance with the Escrow Instructions.

(f) **Informational Reports.** Escrow Holder shall file any information reports required by Internal Revenue Code Section 6045(e), as amended.

18. **<u>Post-Closing Instructions</u>.** The Parties acknowledge that the original Grant Deed will be returned by the County Recorder’s Office to the Buyer. Promptly after the Closing, Escrow Holder shall deliver the following instruments:

(a) **To Seller.**

i. One (1) conformed copy of the recorded Seller to Buyer Grant Deed;

ii. One (1) copy each of the Preliminary Change of Ownership Report, the Documentary Transfer Tax Statement, and the final Closing Statement;

(b) **To Buyer.**

i. One (1) conformed copy of the recorded Seller to Buyer Grant Deed;

ii. One (1) copy each of the Preliminary Change of Ownership Report, the Documentary Transfer Tax Statement, and the final Closing Statement; and

iii. The CLTA (or ALTA) standard coverage owner's title policy and any endorsements.

19. Exclusion of Seller's Representations and Warranties. In consideration of Seller entering into this Agreement and as an inducement to Seller to allow Buyer to purchase the Property, Buyer agrees with the following statements:

(a) By execution of this Agreement, Buyer acknowledges and agrees that, with the exception of those representations and warranties specifically set forth in this Agreement, Seller has not made, does not make, and specifically negates and disclaims any representations or warranties of any kind or character whatsoever, whether express or implied, oral or written, past or present, with regard in any way to the transactions described in this Agreement.

(b) No person acting on behalf of Seller for the purposes of this Agreement is authorized to make any representations or warranties of any kind or character whatsoever, whether express or implied, oral or written, past, present or future, with regard to the Property, including without limitation: (i) its value; (ii) its nature, condition or quality (including, without limitation, its water, soil and geology); (iii) its compliance with any laws, rules, ordinances or regulations of any applicable governmental authority or body; (iv) its suitability for activities which Buyer may desire to conduct thereon; (v) its suitability for the development, remodeling or improvements desired by Buyer, or the ability of Buyer to develop, remodel or improve the Property for its planned project; (vi) the income to be derived from the Property; (vii) the habitability, merchantability, profitability, or fitness for a particular purpose of the Property; (viii) the environmental condition of the Property; and (ix) the manor, quality, state of repair or lack of repair of any improvements on the Property.

(c) As of the Closing, to the extent permitted by law, Buyer shall either be deemed to have knowingly, voluntarily and intentionally waived the right to the disclosures or Buyer shall assume responsibility for obtaining the information required to be disclosed by a seller (the "Natural Hazards Disclosures") as set forth in: (i) California Government Code Section 8589.3 (a special flood area); (ii) California Government Code Section 8589.4 (dam failure inundation area); (iii) California Government Code Section 51183.5 (earthquake fault zone); (iv) California Public Resources Code Section 2621.9 (seismic hazard zone); (v) California Public Resources Code Section 4136 (wildland fire area); and (vi) California Public Resources Code Section 2694 (high fire severity area). This waiver by Buyer includes, to the extent permitted by law, any remedies Buyer may have for Seller's nondisclosure of the Natural Hazards Disclosures. At its sole discretion and expense, Buyer may elect to engage a consulting firm to prepare a Natural Hazards Report to ascertain whether or not the Property is subject to any natural hazards as listed above during Buyer's Due Diligence Period.

20. Seller's Representations and Warranties. In consideration of Buyer entering into this Agreement and as an inducement to Buyer to purchase the Property, Seller makes the following representations and warranties as of the Effective Date and as of the Closing, each of which is material and is being relied upon by Buyer, and the truth and accuracy of which shall constitute a condition precedent to Buyer's obligations under this Agreement:

(a) **Power.** Seller has the legal power, right and authority to enter into this Agreement and the instruments referenced in this Agreement, and to consummate the transactions contemplated in this Agreement.

(b) **Requisite Action.** All requisite action, including, without limitation, approval by the Sacramento City Council and all other pertinent review and approval by any other person or entity affiliated with Seller, has been taken by Seller in connection with entering into this Agreement as of the Effective Date and the instruments referenced in this Agreement, and to consummate the transactions contemplated in this Agreement. No additional consent of any individual, officer, director, shareholder, partner, member, manager, trustee, trustor, beneficiary, creditor, investor, judicial or administrative body, governmental authority or other party is required for Seller to execute this Agreement and the instruments referenced in this Agreement, and to consummate the transactions contemplated in this Agreement.

(c) **Individual Authority.** The individual(s) executing this Agreement and the instruments referenced in this Agreement on behalf of Seller have the legal power, right and actual authority to bind Seller to the terms and conditions of this Agreement and the instruments referenced in this Agreement.

(d) **No Conflict.** Neither the execution and delivery of this Agreement, the documents or instruments referenced in this Agreement, nor incurring the obligations, consummation of the transactions, and compliance with the terms of this Agreement conflict with or will result in the material breach of any terms, conditions or provisions of, or constitute a default under, any bond, note or other evidence of indebtedness or any contract, indenture, mortgage, deed of trust, loan, lease or other agreement or instrument to which Seller is a party or that affects the Property.

(e) **Third Party Notices and Consents.** With the exception of the notice required to be submitted to the CA Housing and Community Development Department (HCD) as set forth in the Surplus Land Act and HCD's Surplus Land Act Guidelines, the sale of the Property does not require notice to or the consent of any governmental entity or private party.

(f) **Specifically Designated National and Blocked Persons.** Seller (i) is not listed in the Annex to, or otherwise subject to the provisions of United States Presidential Executive Order 13224 issued on September 24, 2001 ("Executive Order"); (ii) does not have its name on the U.S. Department of the Treasury, Office of Foreign Assets Control's ("OFAC") most current list of "Specifically Designated National and Blocked Persons"; and (iii) is not otherwise affiliated with an entity or person listed above. This provision shall survive Closing.

(g) **Hazardous Substances.** Seller has not received any notice from the United States Environmental Protection Agency, the State of California Department of Toxic Substances Control, the Sacramento County Environmental Management Agency, or any other federal, state, county or municipal entity or agency that regulates Hazardous Substances or public health risks or other environmental matters, or any private party or person claiming any violation of, or requiring compliance with, any Environmental Laws or demanding payment or contribution for any Hazardous Substances in, on, under, upon or affecting the Property.

(h) **Third Party Payments**. To Seller's actual knowledge, all bills and claims for labor performed or materials furnished to or for the benefit of the Property for all periods of time prior to the Closing have been paid in full and there are no mechanics' or materialmen's liens (whether or not perfected) on or affecting the Property.

(i) **Liens**. There is no lien or debt of any kind encumbering the Property that would need to be assumed by Buyer.

(j) **Leases and Defaults**. The Property is not subject to any lease or other occupancy agreement. Seller is not in default under any contracts, agreements, easements or any other documents or instruments relating to or affecting this Agreement or the Property.

(k) **Lawsuits**. To the best of Seller's knowledge, as of the Effective Date, there is no pending or threatened suit, claim, action or arbitration, or legal, administrative, or other proceeding or governmental investigation, formal or informal, including but not limited to personal injury, eminent domain, condemnation, or any judgment, or moratorium which affects the Property or Buyer's anticipated development of the Property.

21. <u>Exclusion of Buyer's Representations and Warranties</u>. In consideration of Buyer entering into this Agreement and as an inducement to Buyer to purchase the Property, Seller agrees that by execution of this Agreement, Seller acknowledges and agrees that, with the exception of those representations and warranties specifically set forth in this Agreement, Buyer has not made, does not make, and specifically negates and disclaims any representations or warranties of any kind or character whatsoever, whether express or implied, oral or written, past or present, with regard in any way to the transactions described in this Agreement.

22. <u>Buyer's Representations and Warranties</u>. In consideration of Seller entering into this Agreement and as an inducement to Seller to sell the Property, Buyer makes the following representations and warranties as of the Effective Date and at and as of the Closing. Each of the following Buyer representations and warranties each of which is material and is being relied upon by Seller, and the truth and accuracy of which shall constitute a condition precedent to Seller's obligations hereunder.

(a) **Power.** Buyer's legal entity is in good standing with the Secretary of the State of California and the State Franchise Tax Board and Buyer has the legal power, right and authority to enter into this Agreement and the instruments referenced in this Agreement, and to consummate the transactions contemplated in this Agreement.

(b) **Requisite Action.** All requisite action (corporate, partnership, trust or otherwise) has been taken by Buyer in connection with entering into this Agreement and the instruments referenced in this Agreement, and to consummate the transactions contemplated in this Agreement. No additional consent of any individual, officer, director, shareholder, partner, member, manager, trustee, trustor, beneficiary, creditor, investor, judicial or administrative body, governmental authority or other party is required for Buyer to execute this Agreement and the instruments referenced in this Agreement, and to consummate the transactions contemplated in this Agreement.

(c) **Individual Authority.** The individuals executing this Agreement and the instruments referenced in this Agreement on behalf of Buyer have the legal power, right and actual authority to bind Buyer to the terms and conditions set forth in this Agreement.

(d) **No Conflict.** Neither the execution and delivery of this Agreement, the documents or instruments referenced in this Agreement, nor incurring the obligations, consummation of the transactions, and compliance with the terms of this Agreement conflict with or will result in the material breach of any terms, conditions or provisions of, or constitute a default under, any bond, note or other evidence of indebtedness or any contract, indenture, mortgage, deed of trust, loan, partnership agreement, lease or other agreement or instrument to which Buyer is a party.

(e) **Specifically Designated National and Blocked Persons.** Buyer has certified to Seller that it is not a "Prohibited Person" under the Patriot Act, Executive Order 13224, or listed on the OFAC, and will indemnify Seller for breach of the certification.

23. Remedies. If the sale of the Property is not consummated in accordance with the terms of this Agreement due to the default of either Party, the remedies available are as follows:

(a) **Remedies Upon Seller's Default.** If Seller fails to allow for the Closing as contemplated in this Agreement in a timely manner because of a default by Seller (and Buyer is not also in default), then Buyer may (i) terminate this Agreement by delivery of written notice to Seller and Escrow Holder, or (ii) purchase the Property (or if necessary, seek specific performance of this Agreement) provided that Seller shall be provided at least ten (10) business days to cure such default.

(b) **Remedies Upon Buyer's Default.** If Buyer fails to allow for the Closing as contemplated in this Agreement in a timely manner because of a default by Buyer, then the Seller may terminate this Agreement by delivery of written notice to Buyer and Escrow Holder, provided that Buyer shall be provided at least ten (10) business days to cure such default.

(c) **Monetary Damages.** In no event will either Party be liable to the other Party for monetary damages due to breach of this Agreement or for the costs of enforcement of this Agreement, including, without limitation, attorneys' fees and legal costs.

(d) **Deposit.** Notwithstanding any other term, provision or condition in this Agreement, if Buyer fails or refuses to complete the transaction contemplated in this Agreement for any reason or cause other than (i) the default of Seller, (ii) the failure of Seller to Close by the Closing Date, or (iii) Buyer's contingencies as provided in Section 11.

(e) **Buyer's Liability.** Other than loss of the Deposit and payment of the Escrow Expenses, Buyer shall have no further liability to Seller of any kind whatsoever by reason of the termination and/or non-performance of this Agreement by Buyer.

24. Right of Entry. By its execution of this Agreement, Seller grants a license to Buyer's officers, employees and agents to enter the Property to conduct such inspections that Buyer may elect to perform, including, without limitation, soil testing, surveying, staking, and potholing, and to allow Buyer to address Buyer's Contingencies as set forth in Section 11. Following any such tests or inspections, Buyer agrees to promptly return any portions of the Property damaged or altered by Buyer during such tests or inspections to substantially the same condition which existed prior to such test or inspection. Buyer shall indemnify, defend and hold Seller and the Property harmless from any and all claims, damages or liabilities arising out of or resulting from the entry onto or activities upon the Property by Buyer or Buyer's officers, employees and agents or liens arising from Buyer's due diligence review of the Property; provided, however, that Buyer shall not be responsible for indemnifying Seller with respect to (A) any pre-existing conditions which Buyer merely discovers through Buyer's investigation of the Property (including, but not limited to, any environmental contamination or matters), and (B) any claims, damages or liability resulting from an act or omission of Seller or Seller's agent, contractors, subcontractors, employees or consultants.

25. Challenge to Agreement. In the event of any action instituted by a third party challenging the validity of any portion of this Agreement, including, without limitation, the proceedings taken for its approval, or any other act undertaken by the Parties in furtherance of this Agreement, the Parties agree to cooperate in the defense of the action. In all such litigation, the following shall apply:

(a) Seller may tender its defense to Buyer. If Seller decides to defend the action, Buyer shall be entitled, subject to court approval, to join in or intervene in the action on its own behalf, or to advocate in favor of validity of this Agreement or any challenged entitlement. In such a case, each Party shall bear its own attorney fees and costs. If Seller tenders its defense to Buyer and Buyer, in Buyer's sole discretion, elects not to accept such tender, then Seller may elect to terminate this Agreement without any liability to Buyer; provided, however, that the Deposit and all funds paid by Buyer to Escrow Holder shall be immediately returned to Buyer.

(b) If Seller decides to tender the defense of the action to Buyer, Seller shall promptly notify Buyer of its determination. Buyer shall, upon such notice from Seller, either (i) terminate this Agreement for Buyer's convenience and the Deposit and all funds paid by Buyer to Escrow Holder shall all be immediately returned to Buyer, or (ii) at Buyer's sole expense, defend the action on its behalf and on behalf of Seller through counsel reasonably acceptable to Seller. In the event Buyer elects to defend the action, Buyer shall have the right to settle such action, provided Buyer accepts defense and obligation without reservation, and that such settlement does not obligate Seller to make any payment or perform any obligation, or otherwise prejudice Seller, without Seller's consent thereto. Buyer shall bear all attorney fees and costs associated with such defense from and after the date of the tender. However, Seller may at any time after the tender elect to assume representation of itself; in that event, from and after the date Seller gives notice of its election to do so, Seller shall be responsible for its own attorney fees and costs incurred thereafter.

(c) If, in such litigation, a final judgment or other final order is issued by the court which has the effect of invalidating or rendering ineffective, in whole or in part, any provision of this Agreement or the Agreement itself, the following shall apply:

(i) If Buyer elected to accept the defense of the action and if the judgment or order includes a provision for attorney fees and/or costs of the successful party or parties, Buyer shall pay the entire cost thereof, without right of offset, contribution or indemnity from Seller, irrespective of anything to the contrary in the judgment or order.

(ii) Seller and Buyer shall meet and endeavor, in good faith, to attempt to reach agreement on any amendments needed to allow for the contemplated sale of the Property to proceed in a reasonable manner, taking into account the terms and conditions of the court's judgment or order. If agreement is reached, the procedures for amending this Agreement as specified in Section <u>27(n)</u> shall apply. If agreement is not reached, either Party shall have the right to terminate this Agreement for its convenience without liability to the other Party by giving written notice to the other Party; however, each Party shall be liable for half of the Escrow Expenses prior to termination.

(iii) In the event that amendment is not required, and the court's judgment or order requires Seller to engage in other or further proceedings, Seller agrees to comply with the terms of the judgment or order expeditiously as long as Seller is not required to incur additional costs.

26. <u>Tax Deferred Exchange</u>. Upon the request of Buyer (the "Requesting Party") to this Agreement, the Seller (the "Non-Requesting Party") agrees to reasonably cooperate with the Requesting Party in consummating the sale of the Property as part of a simultaneous or non-simultaneous tax-deferred exchange (the "Exchange") pursuant to Section 1031 of the Internal Revenue Code of 1986, as amended, provided that: (i) the Non-Requesting Party shall not be required to take title to any property other than the Property or incur any additional liabilities or financial obligations as a consequence of such cooperation, and (ii) the respective Closing Date shall not be delayed or extended thereby.

(a) The Requesting Party shall have the right to assign its rights and obligations hereunder to a qualified intermediary (the "Intermediary"), who will cause the respective Closing to occur on the Requesting Party's behalf. All of the Requesting Party's liabilities, representations and warranties under this Agreement shall remain those of the Requesting Party and the Non-Requesting Party shall not seek recourse against the Intermediary with respect to such liabilities or for the breach of any such representations or warranties. Performance by an Intermediary in effectuating an Exchange shall be treated as if such performance were made by the Requesting Party, and the Requesting Party shall remain the primary obligor for the full and timely performance of all obligations of the Requesting Party under this Agreement. In the event of any breach of such representations, warranties, covenants or other obligations, the Non-Requesting Party may proceed directly against the Requesting Party.

(b) The Non-Requesting Party shall not be required to assume any liabilities as a result of the Exchange transaction that are in addition to those which would exist if the transaction were effectuated as a sale by the Requesting Party and not effectuated as an Exchange.

(c) The Requesting Party hereby agrees to indemnify, defend (with counsel reasonably satisfactory to the Non-Requesting Party) and hold harmless the Non-Requesting Party from and against any and all claims, loss, cost, damage, or expense (including, without limitation, reasonable attorneys' fees) incurred by the Non-Requesting Party and arising out of or relating to the Non-Requesting Party's participation in the Exchange.

27. General Provisions.

(a) **Damage to Property.** If, prior to Closing, all or any portion of the Property to be conveyed is damaged by earthquake, flood, or other natural casualty (collectively "Damage"), Seller shall immediately notify Buyer of such Damage. Buyer shall select within ten (10) days from receipt of such notice to either proceed with the Closing and take the Property with such Damage or terminate this Agreement. If Buyer elects to terminate this Agreement, the Deposit shall be returned within ten (10) days and each Party shall be liable for half of the Escrow Expenses. If Buyer elects not to terminate this Agreement, Buyer shall nonetheless proceed with the Closing and take the Property with such Damage, all insurance proceeds shall be assigned by Seller to Buyer and Buyer shall receive a credit for any applicable deductible payable with respect thereto. The risk of loss of the Property from any cause shall be transferred to Buyer upon Closing.

(b) **Condemnation.** If, prior to Closing, (i) all or any portion of the Property is taken or appropriated by a public or quasi-public authority exercising the power of eminent domain, or (ii) there is any taking of land lying in the bed of any street, road, highway or avenue, open or proposed, or any change of grade of such street, road, highway or avenue in front of or adjoining all or any part of the Property; then Buyer shall select within ten (10) days from receipt of written notice from Seller of such taking to either proceed with the Closing and take the Property subject to such condemnation or terminate this Agreement. If Buyer elects to terminate this Agreement, the Deposit shall be returned within ten (10) days and each Party shall be liable for half of the Escrow Expenses. If Buyer shall elect to proceed with the purchase of the Property, Buyer shall be entitled to receive all of the award or payment made in connection with such taking.

(c) **Notices.** All notices, demands, requests or other communications required or permitted hereunder (collectively, "Notices") shall be in writing, shall be addressed to the receiving party, with a copy to such Party's counsel, if any, as provided in the Section 1, the "Defined Terms," and shall be personally delivered, sent by overnight mail (FedEx® or another carrier that provides receipts for all deliveries), sent by certified mail, postage prepaid, return receipt requested or sent by email. All Notices shall be effective upon receipt at the appropriate address. Notice of change of address shall be given by written notice in the manner detailed in this Section. Rejection or other refusal to accept or the inability to deliver due to changed address of which no Notice in accordance with this Section was given shall be deemed to constitute receipt of such Notice. The providing of copies of Notices to the Parties' respective counsels is for information only, is not required for valid Notice, and does not alone constitute Notice under this Agreement. Buyer and Seller agree that Notices may be given hereunder by the Parties' respective counsel, and that, if any communication is to be given hereunder by Buyer's or Seller's counsel, such counsel may communicate directly with all principals as required to comply with the provisions of this Section.

(d) **Brokers.** Seller represents and warrants to Buyer that it has hired a broker, (CBRE), in connection with this transaction. Buyer represents and warrants to Seller that it has hired a broker, (Edwards Company), in connection with this transaction. Each Party agrees to indemnify, defend and hold harmless the other Party from and against any and all losses, liens, claims, judgments, liabilities, costs, expenses or damages (including, without limitation, reasonable attorneys' fees and court costs) of any kind or character arising out of or resulting from any agreement, arrangement or understanding alleged to have been made by such Party or on its behalf with any broker or finder in connection with the transaction contemplated in this Agreement. The foregoing indemnity shall survive both the Closing or the termination of this Agreement.

(e) **Assignment.** This Agreement may not be assigned.

(f) **No Joint Venture.** Nothing in this Agreement shall be construed to create a principal and agent, a partnership, joint venture, or any other association or other relationship between the Parties.

(g) **Survival.** The provisions of this Agreement which expressly survive Closing shall so survive, including, without limitation, the covenants, representations, limitations, hold harmless, indemnification and release obligations made by each Party. No provision of this Agreement shall merge into the Grant Deed.

(h) **Cooperation.** Buyer and Seller agree to execute such instruments and documents and to diligently undertake such actions as may be reasonably required in order to consummate the purchase and sale contemplated in this Agreement and shall use all commercially reasonable efforts to accomplish the Closing in accordance with the provisions of this Agreement.

(i) **Computation of Time Periods.** Time is of the essence of every provision in this Agreement. All references herein to a particular time of day shall be deemed to refer to Sacramento, California time. In the computation of any period of time provided for in this Agreement or by law, the day of the act or event from which said period of time runs shall be excluded, and the last day of such period shall be included, unless it is a Saturday, Sunday, or legal holiday, in which case the period shall be deemed to run until 5:00 p.m. of the next day that is not a Saturday, Sunday, or legal holiday. The term "business day" as used in this Agreement shall mean each day other than a Saturday, Sunday, or legal holiday. Except as otherwise expressly provided in this Agreement, all time periods expiring on a specified date or period herein shall be deemed to expire at 5:00 p.m. on such specified date or period.

(j) **Enforced Delay, Extension of Times of Performance.** In addition to specific provisions of this Agreement, performance by either Party hereunder shall not be deemed to be in default where delays or default are due to war, acts of terrorism, insurrection, strikes, walkouts, riots, energy shortages, energy rationing, floods, drought, rain, earthquakes, fires, casualties, acts of God, governmental restrictions imposed or mandated by other governmental entities, including any federal, state, county, city or other governmental agency with jurisdiction over the Property which declares an emergency; issues orders; adopts regulations; imposes restrictions; shuts down offices; and/or alters its operations in any manner that impacts either Party's ability to perform under this Agreement, enactment of conflicting state or federal laws or regulations, new or supplementary environmental regulation , litigation, or similar bases for excused performance. If written notice of such delay is given by either Party within ten (10) days of the commencement of such delay, an extension of time for such cause shall be granted for the period of the enforced delay, or for such longer period as may be mutually agreed upon by the Parties in writing.

(k) **Counterparts; Facsimile Signatures.** This Agreement may be executed in multiple counterparts, each of which shall be deemed an original, but all of which, together, shall constitute but one and the same instrument. A facsimile or pdf signature for this Agreement shall be deemed an original signature.

(l) **Captions.** Any captions to, or headings of, the sections or subsections of this Agreement are solely for the convenience of the Parties, are not a part of this Agreement, and shall not be used for the interpretation or determination of the validity of this Agreement or any provision of this Agreement.

(m) **No Obligations to Third Parties.** Except as otherwise expressly provided in this Agreement, the execution and delivery of this Agreement shall not be deemed to confer any rights upon, nor obligate any of the Parties to this Agreement to, any other person or entity.

(n) **Amendment to this Agreement.** The terms of this Agreement may not be modified or amended except by an instrument in writing executed by each of the Parties.

(o) **Waiver.** The waiver or failure to enforce any provision of this Agreement shall not operate as a waiver of any future breach of any such provision or any other provision of this Agreement.

(p) **Time Extension.** No extension of time for performance of any obligation or act shall be deemed an extension of the time for performance of any other obligation or act.

(q) **Partial Invalidity.** If any term or provision of this Agreement, or the application of any term or provision to any person or circumstance, is held to be invalid or unenforceable, or is found to be prohibited by law; the remainder of this Agreement and the application of any term or provision to any person or circumstance (other than those provisions or applications which were held invalid, unenforceable, or prohibited) shall not be affected and each such term and provision of this Agreement shall be valid and be enforced to the fullest extent permitted by law.

(r) **Applicable Law.** The Agreement was made in and is to be performed entirely within the State of California, and its interpretation, its construction and the remedies for its enforcement or breach are to be applied pursuant to, and in accordance with, the laws of the State of California for contracts made and to be performed therein.

(s) **Venue and Alternative Dispute Resolution.** The Parties agree to submit any disputes arising under the Agreement to a court of competent jurisdiction located in Sacramento, California. Nothing in this Agreement shall be construed to prohibit the Parties from engaging in alternative dispute resolution processes prior to initiating legal proceedings, including, without limitation, mediation and arbitration, upon the discretion and mutual consent of the Parties.

(t) **Attorney's Fees.** The Parties shall bear their own costs and attorneys' fees incurred in connection with this Agreement.

(u) **Limitation of Legal Action**. No initiation of legal proceedings shall be filed by a Party unless such action is filed within one hundred and eighty (180) days from the date of discovery by the aggrieved Party of the facts underlying the claim of default, and the date of discovery being that the date that the facts became known or should have become known to the aggrieved Party based on the circumstances of the default.

(v) **Entire Agreement.** This Agreement supersedes any prior agreements, negotiations and communications, oral or written, and contains the entire agreement between, and the final expression of, Buyer and Seller with respect to the subject matter in this Agreement. No subsequent agreement, representation or promise made by either Party, or by or to an employee, officer, agent or representative of either Party, shall be of any effect unless it is in writing and executed by the Party to be bound by such agreement, representation or promise.

(w) **Construction.** The Parties hereby acknowledge and agree that: (i) each Party is of equal bargaining strength; (ii) each Party has actively participated in the drafting, preparation and negotiation of this Agreement; (iii) each Party has consulted with such Party's own independent counsel and such other professional advisors as such Party has deemed appropriate, relating to any and all matters contemplated under this Agreement; (iv) each Party and such Party's counsel and advisors have reviewed this Agreement; (v) each Party has agreed to enter into this Agreement following such review and the rendering of such advice; and (vi) any rule of construction to the effect that ambiguities are to be resolved against the drafting parties shall not apply in the interpretation of this Agreement, or any portions of this Agreement, or any amendments to this Agreement.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement as of the Effective Date.

SELLER:	**BUYER:**
CITY OF SACRAMENTO, a municipal corporation	TCP Investco HFO, LLC, a California limited liability company
By:___________________________________ Ryan Moore, Assistant City Manager For Maraskeshia Smith, City Manager	By:___________________________________ Ken King

Approved as to Form:

By: __________________________________
Senior Deputy City Attorney

Attest:

By: __________________________________
Assistant City Clerk

EXHIBIT 1

LEGAL DESCRIPTION

EXHIBIT A
LEGAL DESCRIPTION

ALL THAT CERTAIN REAL PROPERTY SITUATED IN THE CITY OF SACRAMENTO, COUNTY OF SACRAMENTO, STATE OF CALIFORNIA DESCRIBED AS FOLLOWS:

ALL OF PARCEL 2 DESCRIBED IN THAT CERTAIN QUITCLAIM DEED, RECORDED IN BOOK 19760325 OF OFFICIAL RECORDS, PAGE 330 FILED WITH THE OFFICE OF THE RECORDER OF SAID COUNTY TOGETHER WITH ALL THOSE PORTIONS OF FAIR OAKS BOULEVARD AS SAID PARCEL BOULEVARD IS SHOWN ON THE AMENDED RECORD OF SURVEY ENTITLED “PORTION OF SEC. 67, 64 AND SEC. A OF RANCHO DEL PASO” RECORDED IN BOOK 21 OF SURVEYS, PAGE 4 FILED WITH THE OFFICE OF THE RECORDER OF SACRAMENTO COUNTY, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE WESTERLY CORNER OF LOT 53 OF “SWANSTON ACRES”, AS SAID, “SWANSTON ACRES” IS SHOWN ON THAT CERTAIN PLAT RECORDED IN BOOK 16 OF MAPS, MAP NUMBER 53, FILED WITH THE OFFICE OF THE RECORDER OF SAID COUNTY; THENCE ALONG THE SOUTHWESTERLY LINE OF SAID PLAT NORTH 66° 00’ 00” WEST 148.94 FEET; THENCE SOUTH 24° 00’ 00” WEST, 28.78 FEET TO THE MOST EASTERLY CORNER OF SAID PARCEL 2, ALSO BEING THE **POINT OF BEGINNING**; THENCE ALONG THE SOUTHERLY LINE OF SAID PARCEL 2, NORTH 89° 40’ 00” WEST, 90.35 FEET; THENCE CONTINUING ALONG SAID SOUTHERLY LINE, ALONG THE ARC OF A CURVE CONCAVE TO THE SOUTHEAST HAVING A RADIUS OF 1,030.50 FEET, SAID CURVE IS SUBTENDED BY A CHORD WHICH BEARS SOUTH 88° 43’ 44” WEST, 57.72 FEET TO A POINT ON SAID SOUTHERLY LINE; THENCE LEAVING SAID SOUTHERLY LINE INTO SAID FAIR OAKS BOULEVARD ALONG A NON-TANGENT CURVE CONCAVE TO THE SOUTHEAST HAVING A RADIUS OF 1,981.00 FEET, SUBTENDED BY A CHORD WHICH BEARS SOUTH 80° 39’ 31” WEST, 132.92 FEET TO A POINT; THENCE ALONG A NON-TANGENT CURVE CONCAVE SOUTHEAST HAVING A RADIUS OF 1,341.22 FEET, SUBTENDED BY A CHORD WHICH BEARS SOUTH 76° 43’ 52” WEST, 65.73 TO A POINT; THENCE ALONG A NON-TANGENT CURVE CONCAVE TO THE NORTHEAST HAVING A RADIUS OF 37.75 FEET, SUBTENDED BY A CHORD WHICH BEARS NORTH 77° 10’ 47” WEST, 42.67 FEET TO A POINT; THENCE ALONG THE ARC OF A NON-TANGENT CURVE, CONCAVE TO THE NORTHEAST, HAVING A RADIUS OF 55.23 FEET, SUBTENDED BY A CHORD WHICH BEARS NORTH 44° 31’ 59” WEST, 10.55 FEET TO A POINT IN THE SOUTHERLY LINE OF SAID PARCEL 2; THENCE ALONG SAID SOUTHERLY LINE SOUTH 86° 47’ 18” WEST 39.10 FEET TO THE SOUTHWESTERLY CORNER OF SAID PARCEL 2; THENCE ALONG THE WESTERLY LINE OF SAID

EXHIBIT A
LEGAL DESCRIPTION

PARCEL 2, NORTH 00° 26’ 00” WEST, 150.00 FEET TO THE NORTHWESTERLY CORNER OF SAID PARCEL 2; THENCE ALONG THE NORTHERLY LINE OF SAID PARCEL 2, NORTH 81° 06’ 40” EAST, 109.36 FEET TO THE MOST NORTH CORNER OF SAID PARCEL 2, THENCE ALONG THE NORTHEASTERLY LINE OF SAID PARCEL 2, SOUTH 66° 00’ 00” EAST, 6.92 FEET TO A POINT ON SAID NORTHEASTERLY LINE; THENCE LEAVING SAID NORTHEASTERLY LINE OF SAID PARCEL 2, INTO SAID FAIR OAKS BOULEVARD, ALONG THE ARC OF A NON-TANGENT CURVE CONCAVE SOUTHERLY, HAVING A RADIUS OF 218.20 FEET, SUBTENDED BY A CHORD WHICH BEARS SOUTH 79° 05’ 46” EAST, 49.24 FEET TO A POINT; THENCE SOUTH 73° 49’ 02” EAST, 9.91 FEET TO A POINT; THENCE ALONG THE ARC OF A NON-TANGENT CURVE CONCAVE SOUTHWESTERLY, HAVING A RADIUS OF 1,521.10 FEET, SUBTENDED BY A CURVE WHICH BEARS SOUTH 68° 42’ 56” EAST, 73.75 FEET TO A POINT; THENCE SOUTH 66° 00’ 00” EAST, 187.04 FEET TO A POINT; THENCE SOUTH 70° 02’ 13” WEST, 23.05 FEET TO A POINT ON SAID NORTHEASTERLY LINE OF SAID PARCEL 2; THENCE ALONG SAID NORTHEASTERLY LINE OF SAID PARCEL 2, SOUTH 66° 00’ 00” EAST, 46.18 FEET TO THE **POINT OF BEGINNING**. CONTAINING 48,245 SQUARE FEET MORE OR 1.108 ACRES.

THE BASIS OF BEARING FOR THIS LEGAL DESCRIPTION IS IDENTICAL TO THAT OF THE SOUTHWESTERLY LINE OF “SWANSTON ACRES”, AS SAID, “SWANSTON ACRES” IS SHOWN ON THAT CERTAIN PLAT RECORDED IN BOOK 16 OF MAPS, MAP NUMBER 53, FILED WITH THE OFFICE OF THE RECORDER OF SAID COUNTY. THE BEARING OF SAID SOUTHWESTERLY LINE, AS SAID LINE IS DESCRIBED IN THAT CERTAIN QUITCLAIM DEED, RECORDED IN BOOK 19760325 OF OFFICIAL RECORDS, PAGE 330 FILED WITH THE OFFICE OF THE RECORDER OF SAID COUNTY, BEING NORTH 66° 00’ 00” WEST.

EXHIBIT A

LEGAL DESCRIPTION

PAGE 3 OF 3

SEE EXHIBIT B, PLAT TO ACCOMPANY DESCRIPTION, ATTACHED HERETO AND MADE A PART HEREOF.

END OF LEGAL DESCRIPTION

THIS DESCRIPTION WAS PREPARED BY ME OR UNDER MY DIRECTION IN ACCORDANCE WITH SECTION 8761 OF THE PROFESSIONAL LAND SURVEYOR'S ACT.

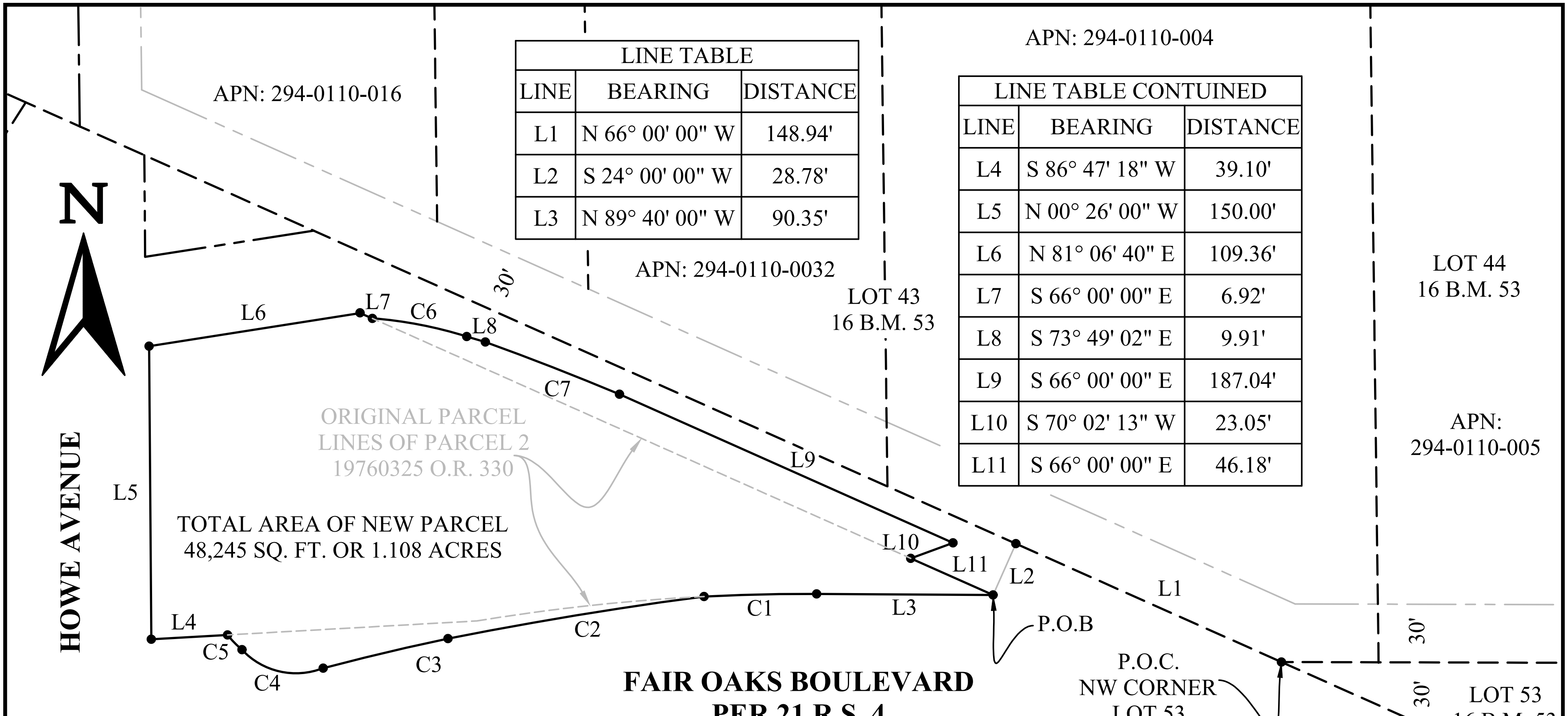
LICENSED LAND SURVEYOR
DAVID
JAMES
VEASEY
No. 9326
STATE OF CALIFORNIA

____

DAVID J. VEASEY
L.S. 9326 EXP. 03/31/2027

____

DATE



LINE TABLE		
LINE	BEARING	DISTANCE
L1	N 66° 00' 00" W	148.94'
L2	S 24° 00' 00" W	28.78'
L3	N 89° 40' 00" W	90.35'

LINE TABLE CONTUINED		
LINE	BEARING	DISTANCE
L4	S 86° 47' 18" W	39.10'
L5	N 00° 26' 00" W	150.00'
L6	N 81° 06' 40" E	109.36'
L7	S 66° 00' 00" E	6.92'
L8	S 73° 49' 02" E	9.91'
L9	S 66° 00' 00" E	187.04'
L10	S 70° 02' 13" W	23.05'
L11	S 66° 00' 00" E	46.18'

CURVE TABLE			
CURVE	RADIUS	CHORD BEARING	CHORD DISTANCE
C1	1030.50'	S 88° 43' 44" W	57.72'
C2	1981.00'	S 80° 39' 31" W	132.92'
C3	1341.22'	S 76° 43' 52" W	65.73'
C4	37.75'	N 77° 10' 47" W	42.67'
C5	55.23'	N 44° 31' 59" W	10.55'
C6	218.20	S 79° 05' 46" E	49.24'
C7	1521.10'	S 68° 42' 56" E	73.75'

SCALE
1" = 80'

LICENSED LAND SURVEYOR
DAVID
JAMES
VEASEY
No. 9326
STATE OF CALIFORNIA

NOVEMBER 2025

EXHIBIT B

PARCEL 2 PER 19760325 O.R. 330 AND PORTIONS OF FAIR OAKS BOULEVARD

CITY OF SACRAMENTO

<u>EXHIBIT 2</u>

ESCROW INSTRUCTIONS

Date:

Fidelity National Title Company
Attn: Paul Avila
8525 Madison Ave., Suite 110
Fair Oaks CA 95628

Re: Conveyance of that certain real property located at the northeast corner of Fair Oaks Blvd. and Howe Ave. in the City of Sacramento and commonly referred to as Sacramento County Assessor parcel number 294-0110-012-0000 (the "Property"). Fidelity Escrow No. <u>01005833-010</u> (the "Escrow").

Dear Mr. Avila:

This letter constitutes the joint escrow instructions of the City of Sacramento, a municipal corporation ("Seller") and TCP Investco HFO, LLC ("Buyer") to Fidelity National Title Company (alternatively referred to herein as "Escrow Holder" or "Title Company"), with respect to the transfer of that certain real property located in the City of Sacramento as described in Exhibit A (the "Property") of the Purchase Agreement (as hereinafter defined), a copy of which is attached.

<u>The Purchase Agreement</u>.

These Escrow Instructions relate to that certain Purchase and Sale Agreement, dated as of July 1, 2026 (the "Purchase Agreement"), by and between the Seller and Buyer. Capitalized terms not defined herein shall have the meaning ascribed to them in the Purchase Agreement. The transfer of the Property is to be consummated through the Escrow.

I. <u>The Transaction</u>.

Fee simple, free and clear title to the Property shall be conveyed directly to Buyer from Seller by Grant Deed (the "Grant Deed").

In consideration of the obligations and covenants of Buyer set forth in the Purchase Agreement, Buyer shall pay to Seller at Closing the amount of FOUR HUNDRED THOUSAND DOLLARS ($400,000.00) (the "Cash Purchase Price").

In consideration of the obligations and covenants of Buyer set forth in the Purchase Agreement, Buyer is to make a deposit of <u>$50,000.00</u> (the "Deposit) in Escrow towards the Purchase Price as set forth in Section 4 of the Purchase Agreement.

Buyer's Due Diligence Period expires thirty (30) days after the Effective Date of the Purchase Agreement, at which time the Deposit is not refundable unless Closing does not occur due to Seller's default. Closing will occur thirty (30) days following the date of final action on the Entitlements and the close of any appeal or reconsideration period.

II. Instructions.

A. Documents to Be Received in Escrow: Prior to and as a condition of Closing, you shall confirm receipt of the following documents, some of which may be executed in counterparts:

1. One (1) original Grant Deed in favor of Buyer (executed and acknowledged by Seller);

2. One (1) Form 1099-S, executed by Buyer (the "1099");

3. Such additional documents as may be required by you to establish to your satisfaction the authority of Buyer, Seller, and any persons signing documents on their behalf to complete this transaction.

B. Funds to Be Received in Escrow: Prior to and as a condition of Closing, you shall confirm receipt from Buyer of the Deposit and the total amount of the Cash Purchase Price (the "Funds").

III. Conditions to Closing.

Escrow Holder is authorized and instructed to close the Escrow (the "Closing") and complete the transactions described herein when and only when all of the following conditions have been satisfied:

A. You have received written confirmation from Seller and Buyer that they have reviewed and approved a final closing statement prepared by you and approved by Seller and Buyer (the "Final Statement");

B. Escrow Holder has returned to Richard Sanders, on behalf of Seller and Ken King on behalf of Buyer, a pdf copy of this letter duly executed on behalf of Escrow Holder in the space provided below, with an original to follow by mail at the following addresses:

Seller:
City of Sacramento
Attn: Richard Sanders
Real Estate Section
915 I Street, 2nd Floor
Sacramento CA 958914
E-mail: rsanders@cityofsacramento.org

Buyer:
TCP Investco HFO, LLC
Attn: Ken King
4501 Auburn Blvd., Ste. 106
Sacramento Ca 95841
E-mail: ken@tricapdevelopment.com

C. Escrow Holder has received all of the above described documents, instruments and Funds, and shall have confirmed that all such documents are fully executed, in recordable form (if such documents are to be recorded) and that all exhibits have been attached thereto, including, without limitation, the legal descriptions;

D. The Title Company is irrevocably committed and prepared to issue, and immediately upon Closing does issue, to Buyer as the insured, an CLTA (or ALTA) Owner's Policy with coverage in the amount of FOUR HUNDRED THOUSAND DOLLARS ($400,000.00), insuring free and clear fee simple title to the Property is vested in Buyer (the "Owner's Policy"); and

E. Escrow Holder is in a position to comply with all instructions provided in connection with this Escrow and you are ready, willing and able to close the Escrow in accordance with such instructions and you receive oral or written confirmation from Richard Sanders (rsanders@cityofsacramento.org) , on behalf of Seller and Ken King (ken@tricapdevelopment.com) on behalf of Buyer, authorizing you to close this transaction.

IV. Close of Escrow.

Escrow Holder is authorized to close the Escrow on the Closing Date (as defined in Section VI below). On the Closing Date, Escrow Holder is to accomplish the following tasks, in the following order:

A. Verify that all documents are in recordable form and have all exhibits attached;

B. Attach the legal description to the documents as applicable;

C. Compile originals of any document delivered to you in counterparts, and verify that such documents are all fully executed and acknowledged where necessary for recording;

D. Insert the Closing Date into the various documents that have a blank space for the date;

E. Record the documents referenced below in the Official Records of Sacramento County in the following order:

1. Grant Deed from Seller to Buyer;

F. Wire to the account of Seller pursuant to separate wiring instructions the Cash Purchase Price less the broker commission, recording charges and costs, title exam fees (if any), escrow and other closing charges, costs and prorations, in such amount as provided in the Purchase Agreement and set forth on the Final Statement;

G. Issue the CLTA (or ALTA) Owner's Policy to Buyer;

H. Issue the Final Statement, certified by Escrow Holder; and

I. Within three (3) days of the Closing Date, Escrow Holder is to:

1. Deliver a conformed copy of the executed and recorded Grant Deed and any other documents where originals are not available to: City of Sacramento, attn: Richard Sanders, 915 I Street 2nd Floor, Sacramento CA 95814, on behalf of Seller; and

2. Deliver a conformed copy of the executed and recorded Grant Deed; the CLTA (or ALTA) Owner's Policy; and any other documents where originals are not available to: TCP Investco HFO, LLC, attn: Ken King, 4501 Auburn Blvd., Ste. 106, Sacramento, CA 95841, on behalf of Buyer.

3. One (1) copy each of the Preliminary Change of Ownership Report, the Documentary Transfer Tax Statement, and the final Closing Statement to both Seller and Buyer.

V. Closing Costs.

The Purchase Price, escrow fees, transfer taxes, title insurance premiums and other closing costs and charges shall be allocated in accordance with the Purchase Agreement and set forth on the Final Statement.

VI. Time for Close of Escrow.

Escrow Holder is to close the Escrow on the "Closing Date" which shall be the earliest date on which Escrow Holder is able to comply with all of the conditions and requirements of the escrow instructions for the Parties. You are directed to request further instructions from Richard Sanders, on behalf of Seller, and Ken King, on behalf of Buyer, as to the planned Closing Date at least 10 days prior to closing the Escrow or terminating the Escrow.

VII. Permitted Title Insurance Exceptions.

Buyer will provide to Escrow Holder and Seller the exceptions to the Owner's Policy as listed in the Fidelity National Title Company's Preliminary Title Report, which has been updated before Closing.

Please sign and return to the undersigned a copy of this letter of instructions, which signature shall serve to acknowledge your receipt and acceptance of these instructions. These instructions must be fully executed without deviation except to the extent that the instructions are amended by the undersigned. Thank you for your assistance with this matter.

On behalf of Buyer, the undersigned hereby joins in the foregoing escrow instructions.

By:________________________________
Ken King

On behalf of Seller, the undersigned hereby joins in the foregoing escrow instructions.

By:______________________
Ryan Moore
Assistant City Manager

Attachment: Purchase and Sale Agreement and Joint Escrow Instructions

ACCEPTANCE BY ESCROW HOLDER

On behalf of Fidelity National Title Company, hereby acknowledges that it has received a fully executed copy of the foregoing Escrow Instructions and the Purchase and Sale Agreement and Joint Escrow Instructions by and between the City of Sacramento, as Seller, and Tricorp Development, as Buyer, and agrees to act as Escrow Holder thereunder and to be bound by and strictly perform the terms thereof as such terms apply to Escrow Holder. Escrow Holder shall execute two (2) originals of this Acceptance by Escrow Holder and deliver one (1) original to Seller and Buyer promptly following the opening of Escrow.

Dated: _______________

Fidelity National Title Company

By:____

Paul Avila, Escrow Officer

<u>EXHIBIT 3</u>

GRANT DEED WITH DEED RESTRICTION AND EASEMENT RESERVATION FORM

RECORDING REQUESTED BY:
Fidelity National Title Company

WHEN RECORDED MAIL DOCUMENT AND TAX STATEMENTS TO:

TCP Investco HFO, LLC
4501 Auburn Blvd. Ste. 106
Sacramento, CA 95841
Attn: Ken King

SPACE ABOVE THIS LINE FOR RECORDER'S USE

GRANT DEED

(with deed restriction and easement reservations)

The Undersigned Grantor(s) Declare(s):
Documentary Transfer Tax is $_________________; City Transfer tax is: $____________

[X] computed on full value of interest or property conveyed, or
[_] computed on full value less value of liens or encumbrances remaining at time of sale
[_] unincorporated area, or [X] City of Sacramento
APN/Tax Parcel No. – 294-0110-012-0000

Exempt from the $75 fee under Government Code section 27388.1(a)(2); recorded in connection with a transfer subject to the imposition of a documentary transfer tax.

FOR A VALUABLE CONSIDERATION, receipt of which is hereby acknowledged,

CITY OF SACRAMENTO, a municipal corporation, as Grantor,

hereby grant(s) to

TCP INVESTCO HFO, LLC, a California limited liability company, as Grantee,

all the real property ('Property") in the City of Sacramento, County of Sacramento, State of California, as described in Exhibit A and diagramed in Exhibit B;

Subject to the following deed restriction: If ten (10) or more residential units are developed on the Property, not less than 15 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;

And reserving an easement for public right of way in favor of the City of Sacramento on, over, across and under a portion of the Property as described in Exhibit C and diagramed in Exhibit D;

And further reserving an easement for storm drainage purposes in favor of the City of Sacramento on, over, across and under a portion the Property as described in Exhibit E & Exhibit G and diagramed in Exhibit F & Exhibit H:

And further reserving an easement for sidewalk purposes in favor of the City of Sacramento on, over, across and under a portion of the Property as described in Exhibit I and diagramed in Exhibit J.

[Signatures on Next Page]

IN WITNESS WHEREOF, Grantor has executed this Grant Deed as of the date set forth below.

GRANTOR:

Date:____________________, 2026

CITY OF SACRAMENTO,
a municipal corporation

By:__________________________________
Name: Matt Eierman
Title: Director, Public Works Department
for Maraskeshia Smith, City Manager

CALIFORNIA ALL PURPOSE ACKNOWLEDGMENT

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 SACRAMENTO)

On ________________________, before me, ____, 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:___________________________________ (Seal)

EXHIBIT A
LEGAL DESCRIPTION

ALL THAT CERTAIN REAL PROPERTY SITUATED IN THE CITY OF SACRAMENTO, COUNTY OF SACRAMENTO, STATE OF CALIFORNIA DESCRIBED AS FOLLOWS:

ALL OF PARCEL 2 DESCRIBED IN THAT CERTAIN QUITCLAIM DEED, RECORDED IN BOOK 19760325 OF OFFICIAL RECORDS, PAGE 330 FILED WITH THE OFFICE OF THE RECORDER OF SAID COUNTY TOGETHER WITH ALL THOSE PORTIONS OF FAIR OAKS BOULEVARD AS SAID PARCEL BOULEVARD IS SHOWN ON THE AMENDED RECORD OF SURVEY ENTITLED “PORTION OF SEC. 67, 64 AND SEC. A OF RANCHO DEL PASO” RECORDED IN BOOK 21 OF SURVEYS, PAGE 4 FILED WITH THE OFFICE OF THE RECORDER OF SACRAMENTO COUNTY, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE WESTERLY CORNER OF LOT 53 OF “SWANSTON ACRES”, AS SAID, “SWANSTON ACRES” IS SHOWN ON THAT CERTAIN PLAT RECORDED IN BOOK 16 OF MAPS, MAP NUMBER 53, FILED WITH THE OFFICE OF THE RECORDER OF SAID COUNTY; THENCE ALONG THE SOUTHWESTERLY LINE OF SAID PLAT NORTH 66° 00’ 00” WEST 148.94 FEET; THENCE SOUTH 24° 00’ 00” WEST, 28.78 FEET TO THE MOST EASTERLY CORNER OF SAID PARCEL 2, ALSO BEING THE **POINT OF BEGINNING**; THENCE ALONG THE SOUTHERLY LINE OF SAID PARCEL 2, NORTH 89° 40’ 00” WEST, 90.35 FEET; THENCE CONTINUING ALONG SAID SOUTHERLY LINE, ALONG THE ARC OF A CURVE CONCAVE TO THE SOUTHEAST HAVING A RADIUS OF 1,030.50 FEET, SAID CURVE IS SUBTENDED BY A CHORD WHICH BEARS SOUTH 88° 43’ 44” WEST, 57.72 FEET TO A POINT ON SAID SOUTHERLY LINE; THENCE LEAVING SAID SOUTHERLY LINE INTO SAID FAIR OAKS BOULEVARD ALONG A NON-TANGENT CURVE CONCAVE TO THE SOUTHEAST HAVING A RADIUS OF 1,981.00 FEET, SUBTENDED BY A CHORD WHICH BEARS SOUTH 80° 39’ 31” WEST, 132.92 FEET TO A POINT; THENCE ALONG A NON-TANGENT CURVE CONCAVE SOUTHEAST HAVING A RADIUS OF 1,341.22 FEET, SUBTENDED BY A CHORD WHICH BEARS SOUTH 76° 43’ 52” WEST, 65.73 TO A POINT; THENCE ALONG A NON-TANGENT CURVE CONCAVE TO THE NORTHEAST HAVING A RADIUS OF 37.75 FEET, SUBTENDED BY A CHORD WHICH BEARS NORTH 77° 10’ 47” WEST, 42.67 FEET TO A POINT; THENCE ALONG THE ARC OF A NON-TANGENT CURVE, CONCAVE TO THE NORTHEAST, HAVING A RADIUS OF 55.23 FEET, SUBTENDED BY A CHORD WHICH BEARS NORTH 44° 31’ 59” WEST, 10.55 FEET TO A POINT IN THE SOUTHERLY LINE OF SAID PARCEL 2; THENCE ALONG SAID SOUTHERLY LINE SOUTH 86° 47’ 18” WEST 39.10 FEET TO THE SOUTHWESTERLY CORNER OF SAID PARCEL 2; THENCE ALONG THE WESTERLY LINE OF SAID

PARCEL 2, NORTH 00° 26’ 00” WEST, 150.00 FEET TO THE NORTHWESTERLY CORNER OF SAID PARCEL 2; THENCE ALONG THE NORTHERLY LINE OF SAID PARCEL 2, NORTH 81° 06’ 40” EAST, 109.36 FEET TO THE MOST NORTH CORNER OF SAID PARCEL 2, THENCE ALONG THE NORTHEASTERLY LINE OF SAID PARCEL 2, SOUTH 66° 00’ 00” EAST, 6.92 FEET TO A POINT ON SAID NORTHEASTERLY LINE; THENCE LEAVING SAID NORTHEASTERLY LINE OF SAID PARCEL 2, INTO SAID FAIR OAKS BOULEVARD, ALONG THE ARC OF A NON-TANGENT CURVE CONCAVE SOUTHERLY, HAVING A RADIUS OF 218.20 FEET, SUBTENDED BY A CHORD WHICH BEARS SOUTH 79° 05’ 46” EAST, 49.24 FEET TO A POINT; THENCE SOUTH 73° 49’ 02” EAST, 9.91 FEET TO A POINT; THENCE ALONG THE ARC OF A NON-TANGENT CURVE CONCAVE SOUTHWESTERLY, HAVING A RADIUS OF 1,521.10 FEET, SUBTENDED BY A CURVE WHICH BEARS SOUTH 68° 42’ 56” EAST, 73.75 FEET TO A POINT; THENCE SOUTH 66° 00’ 00” EAST, 187.04 FEET TO A POINT; THENCE SOUTH 70° 02’ 13” WEST, 23.05 FEET TO A POINT ON SAID NORTHEASTERLY LINE OF SAID PARCEL 2; THENCE ALONG SAID NORTHEASTERLY LINE OF SAID PARCEL 2, SOUTH 66° 00’ 00” EAST, 46.18 FEET TO THE **POINT OF BEGINNING**. CONTAINING 48,245 SQUARE FEET MORE OR 1.108 ACRES.

THE BASIS OF BEARING FOR THIS LEGAL DESCRIPTION IS IDENTICAL TO THAT OF THE SOUTHWESTERLY LINE OF “SWANSTON ACRES”, AS SAID, “SWANSTON ACRES” IS SHOWN ON THAT CERTAIN PLAT RECORDED IN BOOK 16 OF MAPS, MAP NUMBER 53, FILED WITH THE OFFICE OF THE RECORDER OF SAID COUNTY. THE BEARING OF SAID SOUTHWESTERLY LINE, AS SAID LINE IS DESCRIBED IN THAT CERTAIN QUITCLAIM DEED, RECORDED IN BOOK 19760325 OF OFFICIAL RECORDS, PAGE 330 FILED WITH THE OFFICE OF THE RECORDER OF SAID COUNTY, BEING NORTH 66° 00’ 00” WEST.

EXHIBIT A

LEGAL DESCRIPTION

SEE EXHIBIT B, PLAT TO ACCOMPANY DESCRIPTION, ATTACHED HERETO AND MADE A PART HEREOF.

END OF LEGAL DESCRIPTION

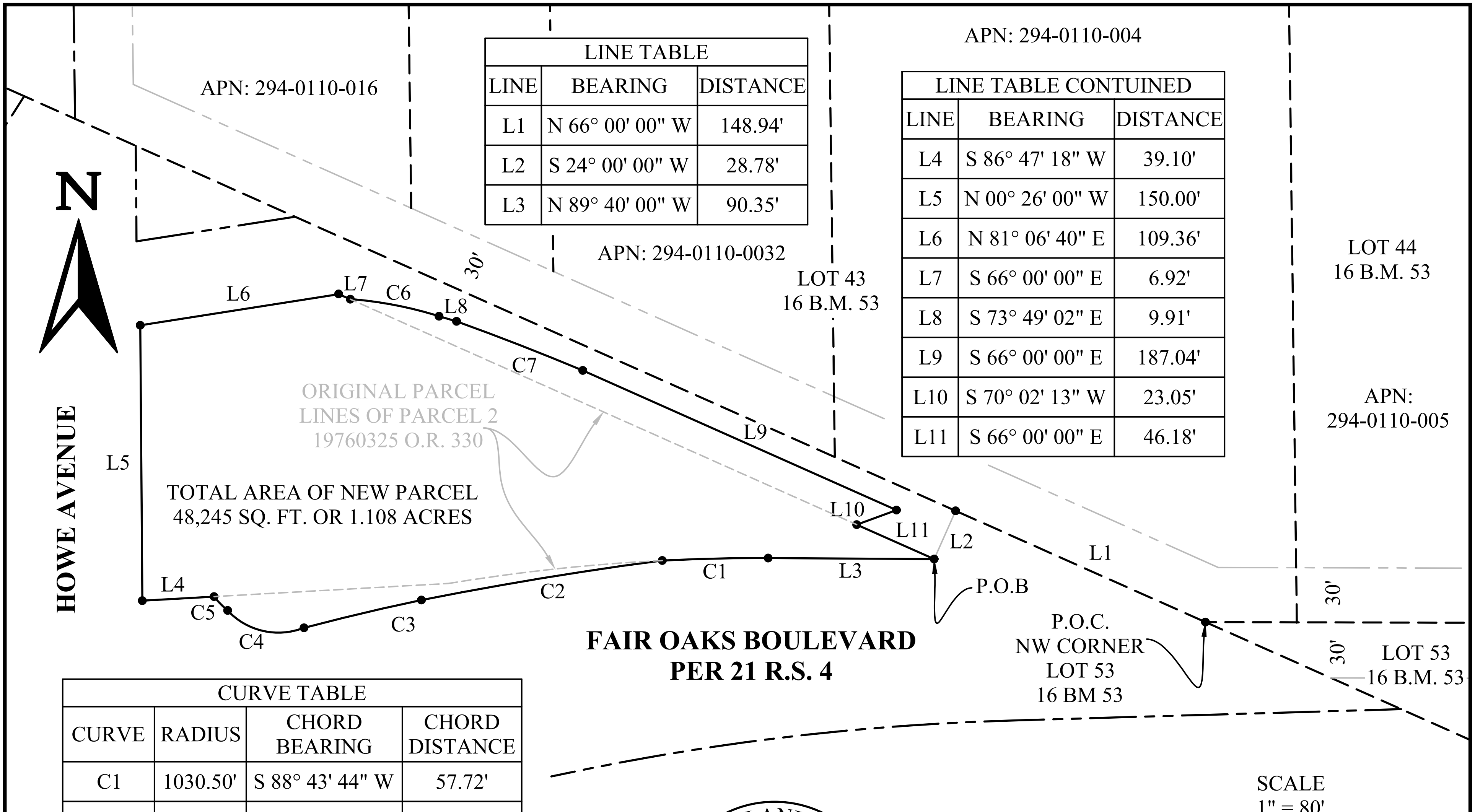
THIS DESCRIPTION WAS PREPARED BY ME OR UNDER MY DIRECTION IN ACCORDANCE WITH SECTION 8761 OF THE PROFESSIONAL LAND SURVEYOR’S ACT.

LICENSED LAND SURVEYOR
DAVID
JAMES
VEASEY
No. 9326
STATE OF CALIFORNIA

DAVID J. VEASEY

L.S. 9326 EXP. 03/31/2027

DATE



LINE TABLE		
LINE	BEARING	DISTANCE
L1	N 66° 00' 00" W	148.94'
L2	S 24° 00' 00" W	28.78'
L3	N 89° 40' 00" W	90.35'

LINE TABLE CONTUINED		
LINE	BEARING	DISTANCE
L4	S 86° 47' 18" W	39.10'
L5	N 00° 26' 00" W	150.00'
L6	N 81° 06' 40" E	109.36'
L7	S 66° 00' 00" E	6.92'
L8	S 73° 49' 02" E	9.91'
L9	S 66° 00' 00" E	187.04'
L10	S 70° 02' 13" W	23.05'
L11	S 66° 00' 00" E	46.18'

CURVE TABLE			
CURVE	RADIUS	CHORD BEARING	CHORD DISTANCE
C1	1030.50'	S 88° 43' 44" W	57.72'
C2	1981.00'	S 80° 39' 31" W	132.92'
C3	1341.22'	S 76° 43' 52" W	65.73'
C4	37.75'	N 77° 10' 47" W	42.67'
C5	55.23'	N 44° 31' 59" W	10.55'
C6	218.20	S 79° 05' 46" E	49.24'
C7	1521.10'	S 68° 42' 56" E	73.75'

LICENSED LAND SURVEYOR
DAVID
JAMES
VEASEY
No. 9326
STATE OF CALIFORNIA

NOVEMBER 2025

EXHIBIT B

PARCEL 2 PER 19760325 O.R. 330 AND

PORTIONS OF FAIR OAKS BOULEVARD

CITY OF SACRAMENTO

EXHIBIT C
LEGAL DESCRIPTION

ALL THAT CERTAIN REAL PROPERTY SITUATED IN THE CITY OF SACRAMENTO, COUNTY OF SACRAMENTO, STATE OF CALIFORNIA DESCRIBED AS FOLLOWS:

ALL OF THOSE PORTIONS OF PARCEL 2 DESCRIBED IN THAT CERTAIN QUITCLAIM DEED, RECORDED IN BOOK 19760325 OF OFFICIAL RECORDS, PAGE 330 FILED WITH THE OFFICE OF THE RECORDER OF SACRAMENTO COUNTY, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

EASEMENT PARCEL 1

COMMENCING AT THE WESTERLY CORNER OF LOT 53 OF “SWANSTON ACRES”, AS SAID, “SWANSTON ACRES” IS SHOWN ON THAT CERTAIN PLAT RECORDED IN BOOK 16 OF MAPS, MAP NUMBER 53, FILED WITH THE OFFICE OF THE RECORDER OF SAID COUNTY; THENCE ALONG THE SOUTHWESTERLY LINE OF SAID PLAT NORTH 66° 00’ 00” WEST 148.94 FEET; THENCE SOUTH 24° 00’ 00” WEST, 28.78 FEET TO THE MOST EASTERLY CORNER OF SAID PARCEL 2, SAID CORNER BEING THE **POINT OF BEGINNING**; THENCE ALONG THE SOUTHERLY LINE OF SAID PARCEL 2, NORTH 89° 40’ 00” WEST, 90.35 FEET; THENCE CONTINUING ALONG SAID SOUTHERLY LINE, ALONG THE ARC OF A CURVE CONCAVE TO THE SOUTHEAST HAVING A RADIUS OF 1,030.50 FEET, SAID CURVE IS SUBTENDED BY A CHORD WHICH BEARS SOUTH 88° 43’ 44” WEST, 57.72 FEET TO A POINT ON SAID SOUTHERLY LINE; THENCE LEAVING SAID SOUTHERLY LINE INTO SAID PARCEL 2 NORTH 83° 48’ 45” EAST, 66.06; THENCE NORTH 72° 49’ 36” EAST, 42.06 TO A POINT ON THE NORTHEASTERLY LINE OF SAID PARCEL 2; THENCE ALONG SAID NORTHEASTERLY LINE OF SAID PARCEL 2, SOUTH 66° 00’ 00” EAST, 46.18 FEET TO THE **POINT OF BEGINNING**. CONTAINING 1,053 SQUARE FEET MORE OR LESS.

EASEMENT PARCEL 2

COMMENCING FROM SAID EASTERLY CORNER OF SAID PARCEL 2 ALONG THE SOUTHERLY LINE OF SAID PARCEL 2, NORTH 89° 40’ 00” WEST, 90.35 FEET; THENCE ALONG THE ARC OF A CURVE CONCAVE TO THE SOUTHEAST HAVING A RADIUS OF 1,030.50 FEET, SAID CURVE IS SUBTENDED BY A CHORD WHICH BEARS SOUTH 85° 28’ 24” WEST, 174.62 FEET; THENCE SOUTH 86° 47’ 18” WEST, 127.96 FEET TO A POINT ON SAID SOUTHERLY LINE OF SAID PARCEL 2 BEING THE **POINT OF BEGINNING;** THENCE INTO SAID PARCEL 2 THE FOLLOWING FOUR (4) COURSES AND DISTANCES:

1. ALONG THE ARC OF A NON-TANGENT CURVE CONCAVE TO THE NORTHEAST HAVING A RADIUS OF 100.72 FEET, SAID CURVE IS SUBTENDED BY A CHORD WHICH BEARS NORTH 29° 45’ 02” WEST, 14.19 FEET TO A POINT
2. THENCE ALONG THE ARC OF A NON-TANGENT CURVE CONCAVED TO THE EAST HAVING A RADIUS OF 216.60 FEET, SAID CURVE IS SUBTENDED BY A CHORD WHICH BEARS NORTH 05° 02’ 37” WEST, 51.00 FEET TO A POINT
3. THENCE NORTH 00° 26’ 00” WEST, 72.79 FEET TO A POINT
4. THENCE ALONG THE ARC OF A NON-TANGENT CURVE CONCAVE TO THE SOUTHEAST HAVING A RADIUS OF 24.87 FEET, SAID CURVE IS SUBTENDED BY A CHORD WHICH BEARS NORTH 33° 43’ 34” EAST, 21.86 FEET TO A POINT ON THE NORTHERLY LINE OF SAID PARCEL 2

THENCE ALONG SAID NORTHERLY LINE SOUTH 81° 06’ 40” WEST, 40.71 FEET TO THE NORTHWEST CORNER OF SAID PARCEL 2; THENCE ALONG THE WESTERLY LINE OF SAID SOUTH 00° 26’ 00” EAST, 150.00 FEET TO THE SOUTHEAST CORNER OF SAID PARCEL 2; THENCE ALONG THE SOUTHERLY LINE OF SAID PARCEL 2 NORTH 86° 47’ 18” EAST, 39.10 FEET TO THE **POINT OF BEGINNING**. CONTAINING 4,450 SQUARE FEET MORE OR LESS.

EASEMENT PARCEL 3

COMMENCING FROM SAID EASTERLY CORNER OF SAID PARCEL 2, ALONG THE NORTHEASTERLY LINE OF SAID PARCEL NORTH 66° 00’ 00’ 00” WEST, 348.08 FEET TO A POINT ON SAID NORTHEASTERLY LINE AND THE **POINT OF BEGINNING**; THENCE CONTINUING ALONG SAID NORTHEASTERLY LINE NORTH 66° 00’ 00” WEST, 6.92 FEET TO THE MOST NORTHERLY CORNER OF SAID PARCEL 2; THENCE ALONG THE NORTHERLY LINE OF SAID PACEL 2 SOUTH 81° 06’ 40” WEST, 9.00 FEET TO A POINT ON SAID NORTHERLY LINE; THENCE INTO SAID PARCEL 2, SOUTH 84° 39’ 10” EAST, 15.28 FEET TO THE **POINT OF BEGINNING.** CONTAINING 715 SQUARE FEET MORE OR LESS.

THE BASIS OF BEARING FOR THIS LEGAL DESCRIPTION IS IDENTICAL TO THAT OF THE SOUTHWESTERLY LINE OF “SWANSTON ACRES”, AS SAID, “SWANSTON ACRES” IS SHOWN ON THAT CERTAIN PLAT RECORDED IN BOOK 16 OF MAPS, MAP NUMBER 53, FILED WITH THE OFFICE OF THE RECORDER OF SAID COUNTY. THE BEARING OF SAID SOUTHWESTERLY LINE, AS SAID LINE IS DESCRIBED IN THAT CERTAIN QUITCLAIM DEED, RECORDED IN BOOK 19760325 OF

EXHIBIT C

LEGAL DESCRIPTION

OFFICIAL RECORDS, PAGE 330 FILED WITH THE OFFICE OF THE RECORDER OF SAID COUNTY, BEING NORTH 66° 00’ 00” WEST.

SEE EXHIBIT D, PLAT TO ACCOMPANY DESCRIPTION, ATTACHED HERETO AND MADE A PART HEREOF.

END OF LEGAL DESCRIPTION

THIS DESCRIPTION WAS PREPARED BY ME OR UNDER MY DIRECTION IN ACCORDANCE WITH SECTION 8761 OF THE PROFESSIONAL LAND SURVEYOR’S ACT.

LICENSED LAND SURVEYOR
DAVID JAMES VEASEY
No. 9326
STATE OF CALIFORNIA

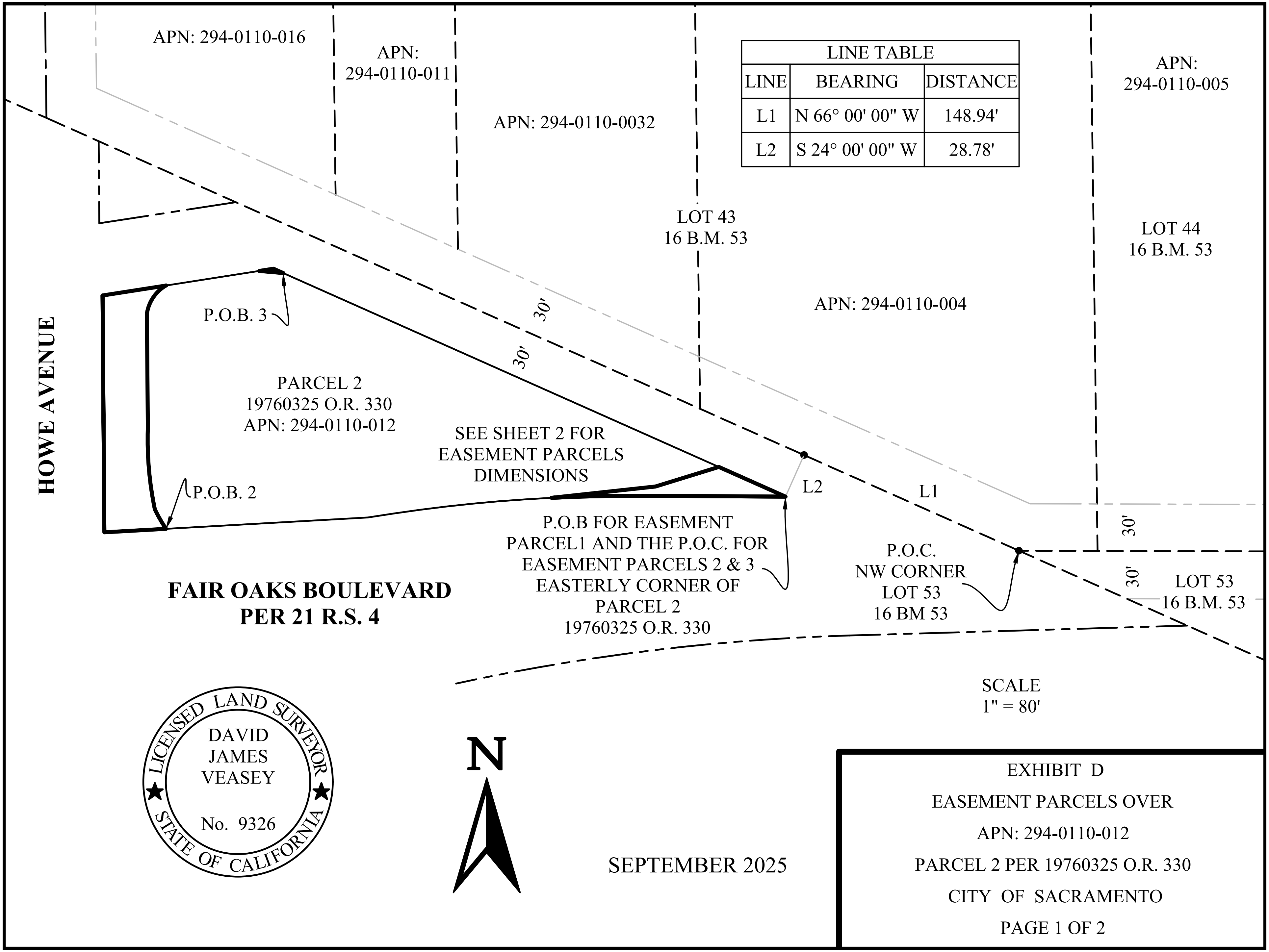
____

DAVID J. VEASEY

L.S. 9326 EXP. 03/31/2027

____

DATE



LINE TABLE		
LINE	BEARING	DISTANCE
L1	N 66° 00' 00" W	148.94'
L2	S 24° 00' 00" W	28.78'

SEPTEMBER 2025

EXHIBIT D

EASEMENT PARCELS OVER

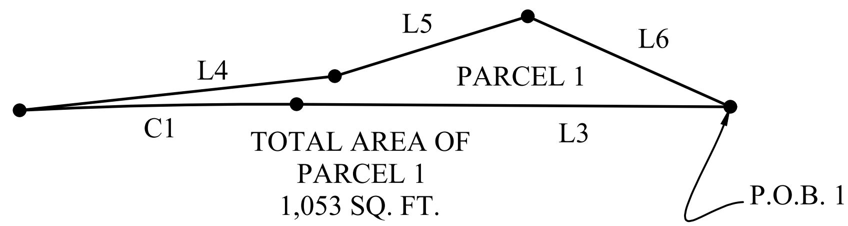
APN: 294-0110-012

PARCEL 2 PER 19760325 O.R. 330

CITY OF SACRAMENTO

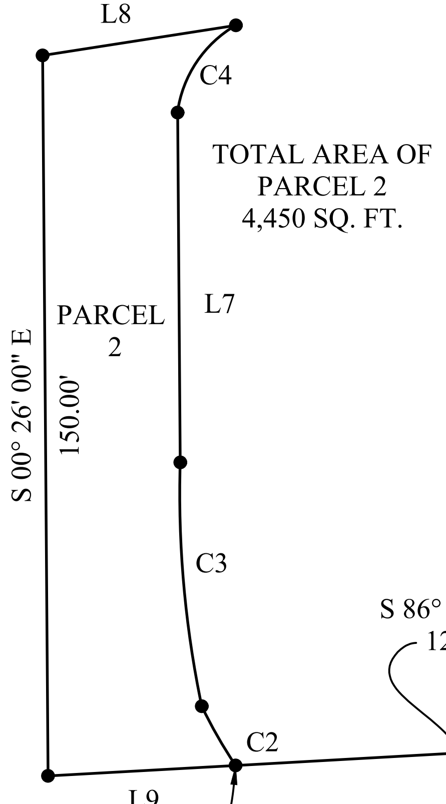
DETAIL PAGE
NOT TO SCALE

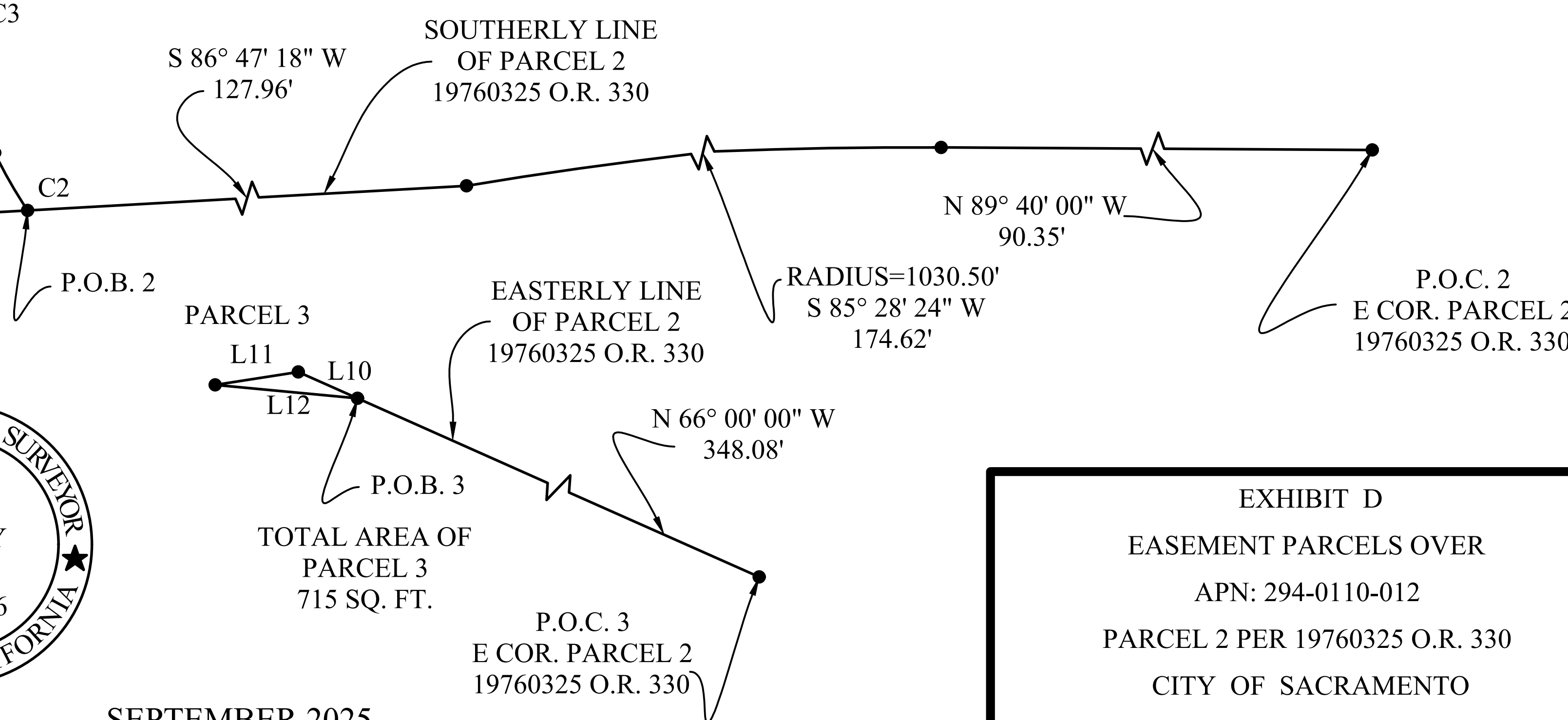
LINE TABLE		
LINE	BEARING	DISTANCE
L3	N 89° 40' 00" W	90.35'
L4	N 83° 48' 45" E	66.06'
L5	N 72° 49' 36" E	42.06'
L6	S 66° 00' 00" E	46.18'
L7	N 00° 26' 00" W	72.79'
L8	S 81° 06' 40" W	40.71'
L9	N 86° 47' 18" E	39.10'
L10	N 66° 00' 00" W	6.92'
L11	S 81° 06' 40" W	9.00'
L12	S 84° 39' 10" E	15.28'



CURVE TABLE			
CURVE	RADIUS	CHORD BEARING	CHORD DISTANCE
C1	1,030.50	S 88° 43' 44" W	57.72'
C2	100.72	N 29° 45' 02" W	14.19'
C3	216.60	N 05° 02' 37" W	51.00'
C4	24.87'	N 33° 43' 34" E	21.86'

N





LICENSED LAND SURVEYOR
DAVID
JAMES
VEASEY
No. 9326
STATE OF CALIFORNIA

SEPTEMBER 2025

EXHIBIT D

EASEMENT PARCELS OVER

APN: 294-0110-012

PARCEL 2 PER 19760325 O.R. 330

CITY OF SACRAMENTO

EXHIBIT E
LEGAL DESCRIPTION

ALL THAT CERTAIN REAL PROPERTY SITUATED IN THE CITY OF SACRAMENTO, COUNTY OF SACRAMENTO, STATE OF CALIFORNIA DESCRIBED AS FOLLOWS:

ALL OF THOSE PORTIONS OF FAIR OAKS BOULEVARD DESCRIBED IN CITY OF SACRAMENTO RESOLUTION 2023-0233 “VACATION OF PUBLIC ROAD EASEMENT, PORTION OF FAIR OAKS BOULEVARD, PROCEEDING NO. VAC23-004” RECORDED IN BOOK 20230707 OF OFFICIAL RECORDS, PAGE 562 FILED WITH THE OFFICE OF THE RECORDER OF SACRAMENTO COUNTY TOGETHER WITH ALL THAT PORTION OF PARCEL 2 DESCRIBED IN THAT CERTAIN QUITCLAIM DEED, RECORDED IN BOOK 19760325 OF OFFICIAL RECORDS, PAGE 330 FILED WITH THE OFFICE OF THE RECORDER OF SACRAMENTO COUNTY, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE WESTERLY CORNER OF LOT 53 OF “SWANSTON ACRES”, AS SAID, “SWANSTON ACRES” IS SHOWN ON THAT CERTAIN PLAT RECORDED IN BOOK 16 OF MAPS, MAP NUMBER 53, FILED WITH THE OFFICE OF THE RECORDER OF SAID COUNTY; THENCE ALONG THE SOUTHWESTERLY LINE OF SAID PLAT NORTH 66° 00’ 00” WEST 148.94 FEET; THENCE SOUTH 24° 00’ 00” WEST, 28.78 FEET TO THE MOST EASTERLY CORNER OF SAID PARCEL 2, THENCE ALONG THE SOUTHERLY LINE OF SAID PARCEL 2, NORTH 89° 40’ 00” WEST, 90.35 FEET; THENCE ALONG THE ARC OF A CURVE CONCAVE TO THE SOUTHEAST HAVING A RADIUS OF 1,030.50 FEET, SAID CURVE IS SUBTENDED BY A CHORD WHICH BEARS SOUTH 88° 43’ 44” WEST, 57.72 FEET TO A POINT ON SAID SOUTHERLY LINE; THENCE LEAVING SAID SOUTHERLY LINE OF SAID PARCEL 2, INTO FAIR OAKS BOULEVARD ALONG THE ARC OF A NON-TANGENT CURVE CONCAVE TO THE SOUTH HAVING A RADIUS OF 1,981.00 FEET, SUBTENDED BY A CHORD BEARING SOUTH 81° 09’ 01” WEST, 98.92 FEET TO THE **POINT OF BEGINNING**; THENCE ALONG THE ARC OF A NON-TANGENT CURVE, CONCAVE SOUTHERLY HAVING A RADIUS OF 1,981.00 FEET, SUBTENDED BY A CHORD BEARING SOUTH 79° 25’ 49” WEST, 20.01 FEET TO A POINT; THENCE NORTH 08° 45’ 23” WEST, 17.88 FEET TO A POINT; THENCE NORTH 36° 55’ 49” EAST, 48.47 FEET TO A POINT; THENCE NORTH 23°53’ 21” EAST, 46.35 FEET TO A POINT; THENCE NORTH 23° 02’ 17” EAST 32.80 FEET TO A POINT IN FAIR OAKS BOULEVARD; THENCE ALONG THE ARC OF A CURVE CONCAVE TO THE SOUTH WEST HAVING A RADIUS OF 1,521.10 FEET, SUBTENDED BY A CHORD BEARING SOUTH 67° 39’ 12” EAST, 17.36 FEET TO A POINT; THENCE SOUTH 66° 00’ 00” EAST, 2.64 FEET TO A POINT; THENCE SOUTH 23° 02’ 17” WEST, 33.11 FEET TO A POINT; THENCE SOUTH 23° 53’ 21” WEST, 48.78 FEET TO A POINT; THENCE SOUTH 36° 55’ 49” WEST, 42.33 FEET TO A POINT; THENCE SOUTH 08° 45’ 23” EAST, 8.82 FEET TO THE **POINT OF BEGINNING.** CONTAINING 2,786 SQUARE FEET MORE OR LESS.

EXHIBIT E
LEGAL DESCRIPTION
PAGE 2 OF 2

THE BASIS OF BEARING FOR THIS LEGAL DESCRIPTION IS IDENTICAL TO THAT OF THE SOUTHWESTERLY LINE OF “SWANSTON ACRES”, AS SAID, “SWANSTON ACRES” IS SHOWN ON THAT CERTAIN PLAT RECORDED IN BOOK 16 OF MAPS, MAP NUMBER 53, FILED WITH THE OFFICE OF THE RECORDER OF SAID COUNTY. THE BEARING OF SAID SOUTHWESTERLY LINE, AS SAID LINE IS DESCRIBED IN THAT CERTAIN QUITCLAIM DEED, RECORDED IN BOOK 19760325 OF OFFICIAL RECORDS, PAGE 330 FILED WITH THE OFFICE OF THE RECORDER OF SAID COUNTY, BEING NORTH 66° 00’ 00” WEST.

SEE EXHIBIT F, PLAT TO ACCOMPANY DESCRIPTION, ATTACHED HERETO AND MADE A PART HEREOF.

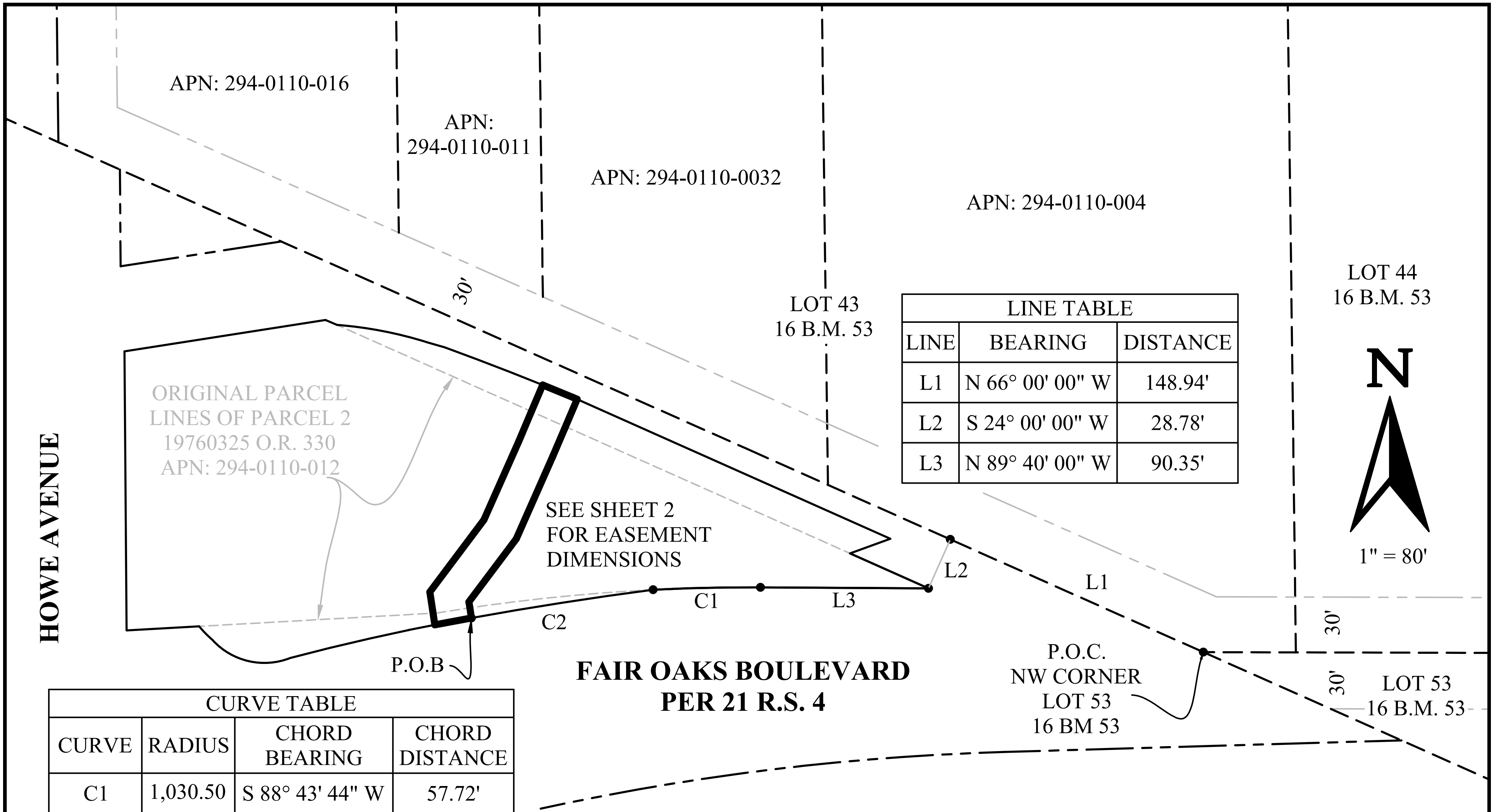
END OF LEGAL DESCRIPTION

THIS DESCRIPTION WAS PREPARED BY ME OR UNDER MY DIRECTION IN ACCORDANCE WITH SECTION 8761 OF THE PROFESSIONAL LAND SURVEYOR’S ACT.

LICENSED LAND SURVEYOR
DAVID
JAMES
VEASEY
No. 9326
STATE OF CALIFORNIA

DAVID J. VEASEY
L.S. 9326 EXP. 03/31/2027

DATE



LINE TABLE		
LINE	BEARING	DISTANCE
L1	N 66° 00' 00" W	148.94'
L2	S 24° 00' 00" W	28.78'
L3	N 89° 40' 00" W	90.35'

CURVE TABLE			
CURVE	RADIUS	CHORD BEARING	CHORD DISTANCE
C1	1,030.50	S 88° 43' 44" W	57.72'
C2	1,981	S 81° 09' 01" W	98.92'
C3	22.78'	N 06° 29' 43" W	9.08'
C4	42.37'	N 30° 51' 20" E	15.61'
C5	13.63'	N 10° 02' 06" W	15.81'
C6	39.43'	N 34° 13' 47" W	15.45'
C7	24.87'	N 33° 44' 51" E	21.84'

NOVEMBER 2025

LICENSED LAND SURVEYOR
DAVID JAMES VEASEY
No. 9326
STATE OF CALIFORNIA

EXHIBIT F

EASEMENT PARCEL OVER APN: 294-0110-012

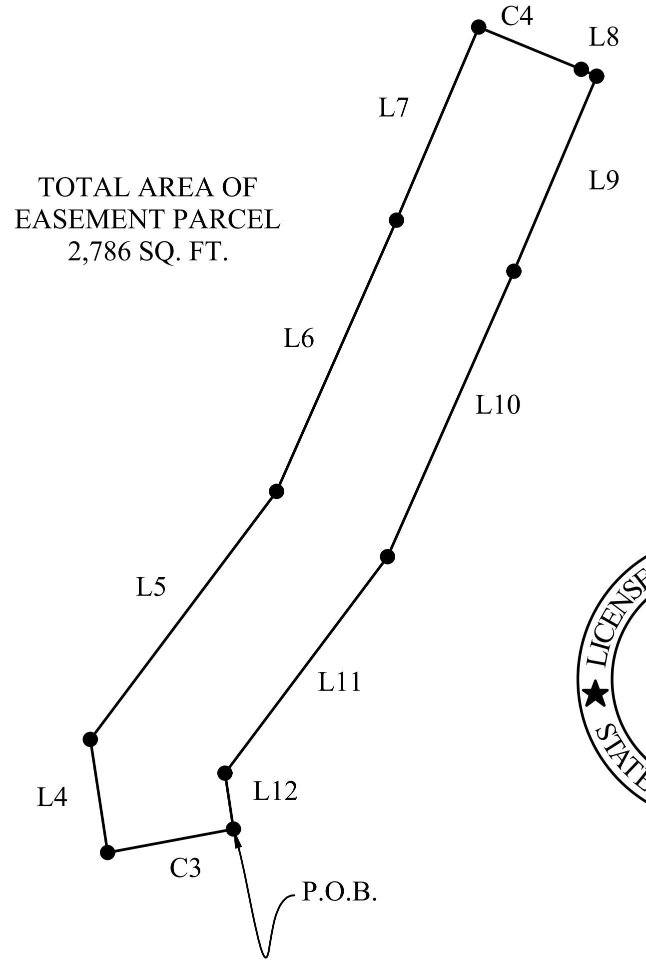
PARCEL 2 PER 19760325 O.R. 330 AND PORTIONS

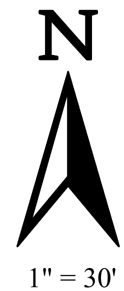
OF ABANDONED FAIR OAKS BOULEVARD

CITY OF SACRAMENTO

PAGE 1 OF 2

LINE TABLE		
LINE	BEARING	DISTANCE
L4	N 08° 45' 23" W	17.88'
L5	N 36° 55' 49" E	48.47'
L6	N 23° 53' 21" E	46.35'
L7	N 23° 02' 17" E	32.80'
L8	S 66° 00' 00" E	2.64'
L9	S 23° 02' 17" W	33.11
L10	S 23° 53' 21" W	48.78
L11	S 36° 55' 49" W	42.33'
L12	S 08° 45' 23" E	8.82'





CURVE TABLE			
CURVE	RADIUS	CHORD BEARING	CHORD DISTANCE
C3	1,981	S 79° 25' 49" W	20.01'
C4	1,521.10	S 67° 39' 12" E	17.36'

NOVEMBER 2025

EXHIBIT F

EASEMENT PARCEL OVER APN: 294-0110-012

PARCEL 2 PER 19760325 O.R. 330 AND PORTIONS

OF ABANDONED FAIR OAKS BOULEVARD

CITY OF SACRAMENTO

EXHIBIT G
LEGAL DESCRIPTION

ALL THAT CERTAIN REAL PROPERTY SITUATED IN THE CITY OF SACRAMENTO, COUNTY OF SACRAMENTO, STATE OF CALIFORNIA DESCRIBED AS FOLLOWS:

ALL THAT PORTION OF PARCEL 2 DESCRIBED IN THAT CERTAIN QUITCLAIM DEED, RECORDED IN BOOK 19760325 OF OFFICIAL RECORDS, PAGE 330 FILED WITH THE OFFICE OF THE RECORDER OF SACRAMENTO COUNTY, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE WESTERLY CORNER OF LOT 53 OF “SWANSTON ACRES”, AS SAID, “SWANSTON ACRES” IS SHOWN ON THAT CERTAIN PLAT RECORDED IN BOOK 16 OF MAPS, MAP NUMBER 53, FILED WITH THE OFFICE OF THE RECORDER OF SAID COUNTY; THENCE ALONG THE SOUTHWESTERLY LINE OF SAID PLAT NORTH 66° 00’ 00” WEST 148.94 FEET; THENCE SOUTH 24° 00’ 00” WEST, 28.78 FEET TO THE MOST EASTERLY CORNER OF SAID PARCEL 2; THENCE ALONG THE EASTERLY LINE OF SAID PARCEL 2 NORTH 66° 00’ 00” WEST, 355.00 FEET TO THE NORTHEASTERLY CORNER OF SAID PARCEL 2; THENCE ALONG THE NORTHERLY LINE OF SAID PARCEL 2 SOUTH 81° 06’ 40” WEST, 42.40 FEET TO A POINT ON SAID NORTHERLY LINE AND THE **POINT OF BEGINNING**; THENCE INTO SAID PARCEL 2, SOUTH 17° 02’ 30” WEST, 87.42 FEET TO A POINT; THENCE NORTH 89° 59’ 14” WEST, 39.99 FEET TO A POINT ON THE WESTERLY LINE OF SAID PARCEL 2; THENCE ALONG SAID WESTERLY LINE, NORTH 00° 26’ 00” WEST, 20.00 FEET TO A POINT ON SAID WESTERLY LINE; THENCE INTO SAID PARCEL 2, SOUTH 89° 59’ 14” EAST, 35.81 FEET TO A POINT; THENCE NORTH 17° 02’ 30” EAST, 64.70 FEET TO A POINT ON THE NORTHERLY LINE OF SAID PARCEL 2; THENCE ALONG SAID NORTHERLY LINE, NORTH 81° 06’ 40” EAST, 11.12 FEET TO THE **POINT OF BEGINNING.** CONTAINING 1,519 SQUARE FEET MORE OR LESS.

THE BASIS OF BEARING FOR THIS LEGAL DESCRIPTION IS IDENTICAL TO THAT OF THE SOUTHWESTERLY LINE OF “SWANSTON ACRES”, AS SAID, “SWANSTON ACRES” IS SHOWN ON THAT CERTAIN PLAT RECORDED IN BOOK 16 OF MAPS, MAP NUMBER 53, FILED WITH THE OFFICE OF THE RECORDER OF SAID COUNTY. THE BEARING OF SAID SOUTHWESTERLY LINE, AS SAID LINE IS DESCRIBED IN THAT CERTAIN QUITCLAIM DEED, RECORDED IN BOOK 19760325 OF OFFICIAL RECORDS, PAGE 330 FILED WITH THE OFFICE OF THE RECORDER OF SAID COUNTY, BEING NORTH 66° 00’ 00” WEST.

EXHIBIT G
LEGAL DESCRIPTION
PAGE 2 OF 2

SEE EXHIBIT H, PLAT TO ACCOMPANY DESCRIPTION, ATTACHED HERETO AND MADE A PART HEREOF.

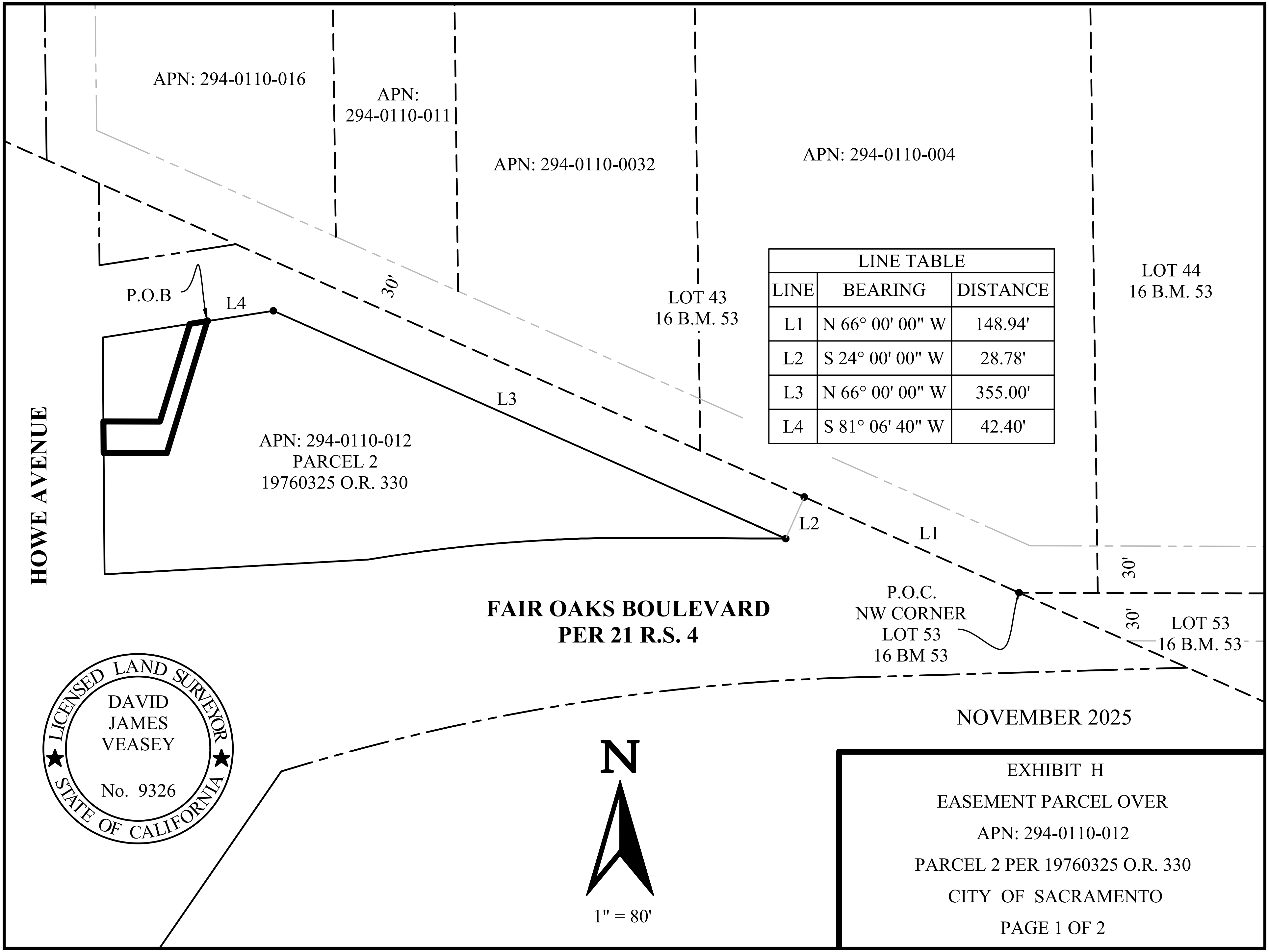
END OF LEGAL DESCRIPTION

THIS DESCRIPTION WAS PREPARED BY ME OR UNDER MY DIRECTION IN ACCORDANCE WITH SECTION 8761 OF THE PROFESSIONAL LAND SURVEYOR'S ACT.

LICENSED LAND SURVEYOR
DAVID JAMES VEASEY
No. 9326
STATE OF CALIFORNIA

DAVID J. VEASEY
L.S. 9326 EXP. 03/31/2027

DATE



LINE TABLE

LINE	BEARING	DISTANCE
L1	N 66° 00' 00" W	148.94'
L2	S 24° 00' 00" W	28.78'
L3	N 66° 00' 00" W	355.00'
L4	S 81° 06' 40" W	42.40'

NOVEMBER 2025

EXHIBIT H

EASEMENT PARCEL OVER

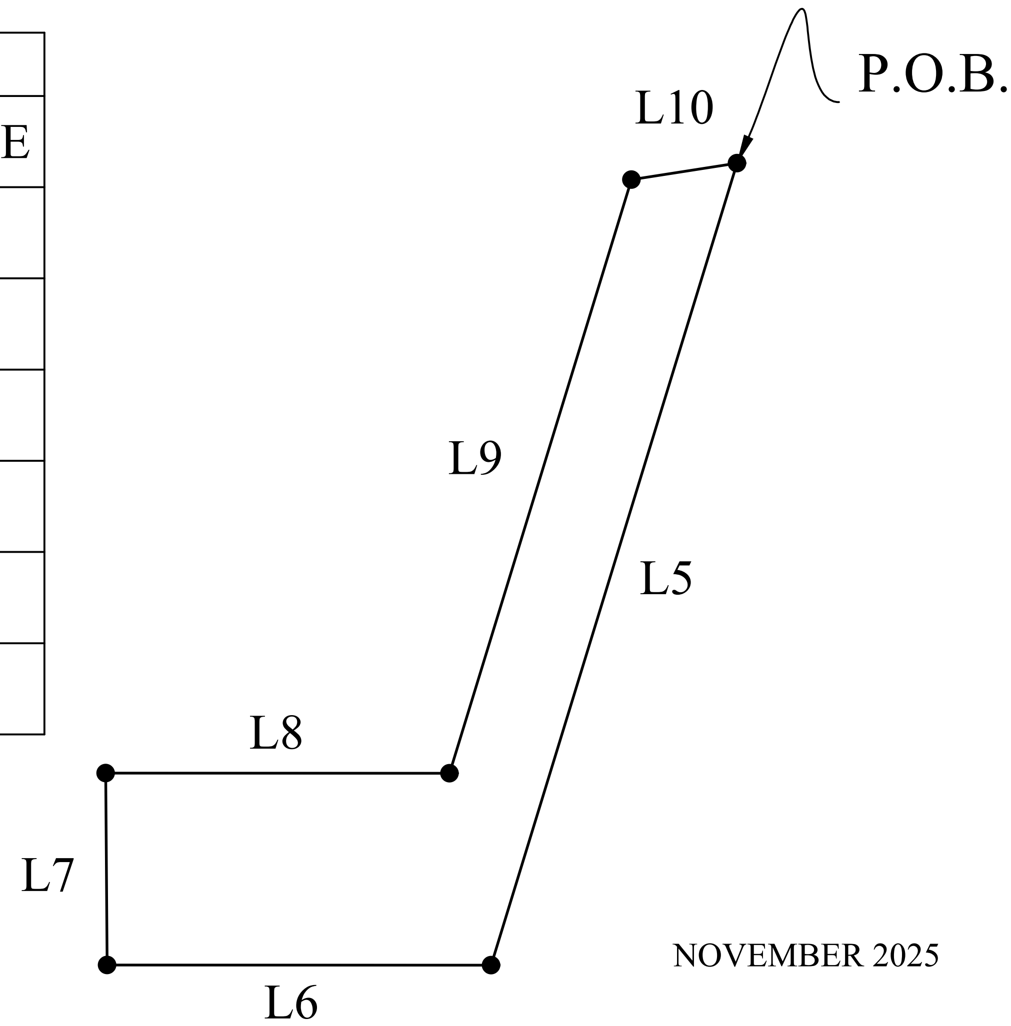
APN: 294-0110-012

PARCEL 2 PER 19760325 O.R. 330

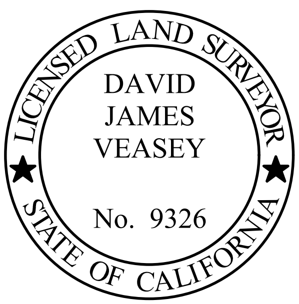
CITY OF SACRAMENTO

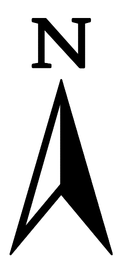
PAGE 1 OF 2

LINE TABLE		
LINE	BEARING	DISTANCE
L5	S 17° 02' 30" W	87.42'
L6	N 89° 59' 14" W	39.99'
L7	N 00° 26' 00" W	20.00'
L8	S 89° 59' 14" E	35.81'
L9	N 17° 02' 30" E	64.70'
L10	N 81° 06' 40" E	11.12'



NOVEMBER 2025





1" = 20'

EXHIBIT H

EASEMENT PARCEL

OVER APN: 294-0110-012

PARCEL 2 PER 19760325 O.R. 330

CITY OF SACRAMENTO

PAGE 2 OF 2

EXHIBIT I
SIDEWALK EASEMENT
APN: 294-0110-012
LEGAL DESCRIPTION

ALL THAT CERTAIN REAL PROPERTY SITUATED IN THE CITY OF SACRAMENTO, COUNTY OF SACRAMENTO, STATE OF CALIFORNIA DESCRIBED AS FOLLOWS:

ALL THAT PORTION OF PARCEL 2 DESCRIBED IN THAT CERTAIN QUITCLAIM DEED, RECORDED IN BOOK 19760325 OF OFFICIAL RECORDS, PAGE 330 FILED WITH THE OFFICE OF THE RECORDER OF SACRAMENTO COUNTY, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE MOST SOUTHWESTERLY CORNER OF SAID PARCEL 2; THENCE FROM SAID POINT INTO SAID PARCEL NORTH 22° 51’ 54” EAST, 70.84 FEET TO A POINT IN SAID PARCEL 2 AND THE **POINT OF BEGINNING**; THENCE FROM SAID POINT OF BEGINNING ALONG THE ARC OF A NON-TANGENT CURVE CONCAVE TO THE EAST, HAVING A RADIUS OF 216.60 FEET, SAID RADIUS BEARS SOUTH 88° 16’ 16” EAST, 216.60 FEET, SAID ARC BEING SUBTENDED BY A CHORD WHICH BEARS SOUTH 05° 02’ 37” EAST, 51.00 FEET TO A POINT; THENCE ALONG AN ARC OF A NON-TAGENT CURVE, CONCAVE TO THE SOUTHEAST, HAVING A RADIUS OF 40.00 FEET, SUBTENDED BY A CHORD WHICH BEARS NORTH 17° 17’ 18” EAST, 23.49 FEET TO A POINT; THENCE ALONG AN ARC OF A NON-TAGENT CURVE, CONCAVE TO THE WEST, HAVING A RADIUS OF 14.00 FEET, SUBTENDED BY A CHORD WHICH BEARS NORTH 10° 02’ 12” WEST, 15.81 FEET TO A POINT; THENCE ALONG AN ARC OF A NON-TAGENT CURVE CONCAVE TO THE NORTHEAST, HAVING A RADIUS OF 40.00 FEET, SUBTENDED BY A CHORD WHICH BEARS NORTH 34° 13’ 45” WEST, 15.45 FEET TO THE **POINT OF BEGINNING**. CONTAINING 319 SQUARE FEET.

THE BASIS OF BEARING FOR THIS LEGAL DESCRIPTION IS IDENTICAL TO THAT OF THE SOUTHWESTERLY LINE OF “SWANSTON ACRES”, AS SAID, “SWANSTON ACRES” IS SHOWN ON THAT CERTAIN PLAT RECORDED IN BOOK 16 OF MAPS, MAP NUMBER 53, FILED WITH THE OFFICE OF THE RECORDER OF SAID COUNTY. THE BEARING OF SAID SOUTHWESTERLY LINE, AS SAID LINE IS DESCRIBED IN THAT CERTAIN QUITCLAIM DEED, RECORDED IN BOOK 19760325 OF OFFICIAL RECORDS, PAGE 330 FILED WITH THE OFFICE OF THE RECORDER OF SAID COUNTY, BEING NORTH 66° 00’ 00” WEST.

EXHIBIT I

SIDEWALK EASEMENT

APN: 294-0110-012

LEGAL DESCRIPTION

SEE EXHIBIT J, PLAT TO ACCOMPANY DESCRIPTION, ATTACHED HERETO AND MADE A PART HEREOF.

END OF LEGAL DESCRIPTION

THIS DESCRIPTION WAS PREPARED BY ME OR UNDER MY DIRECTION IN ACCORDANCE WITH SECTION 8761 OF THE PROFESSIONAL LAND SURVEYOR'S ACT.

LICENSED LAND SURVEYOR
DAVID
JAMES
VEASEY
No. 9326
STATE OF CALIFORNIA

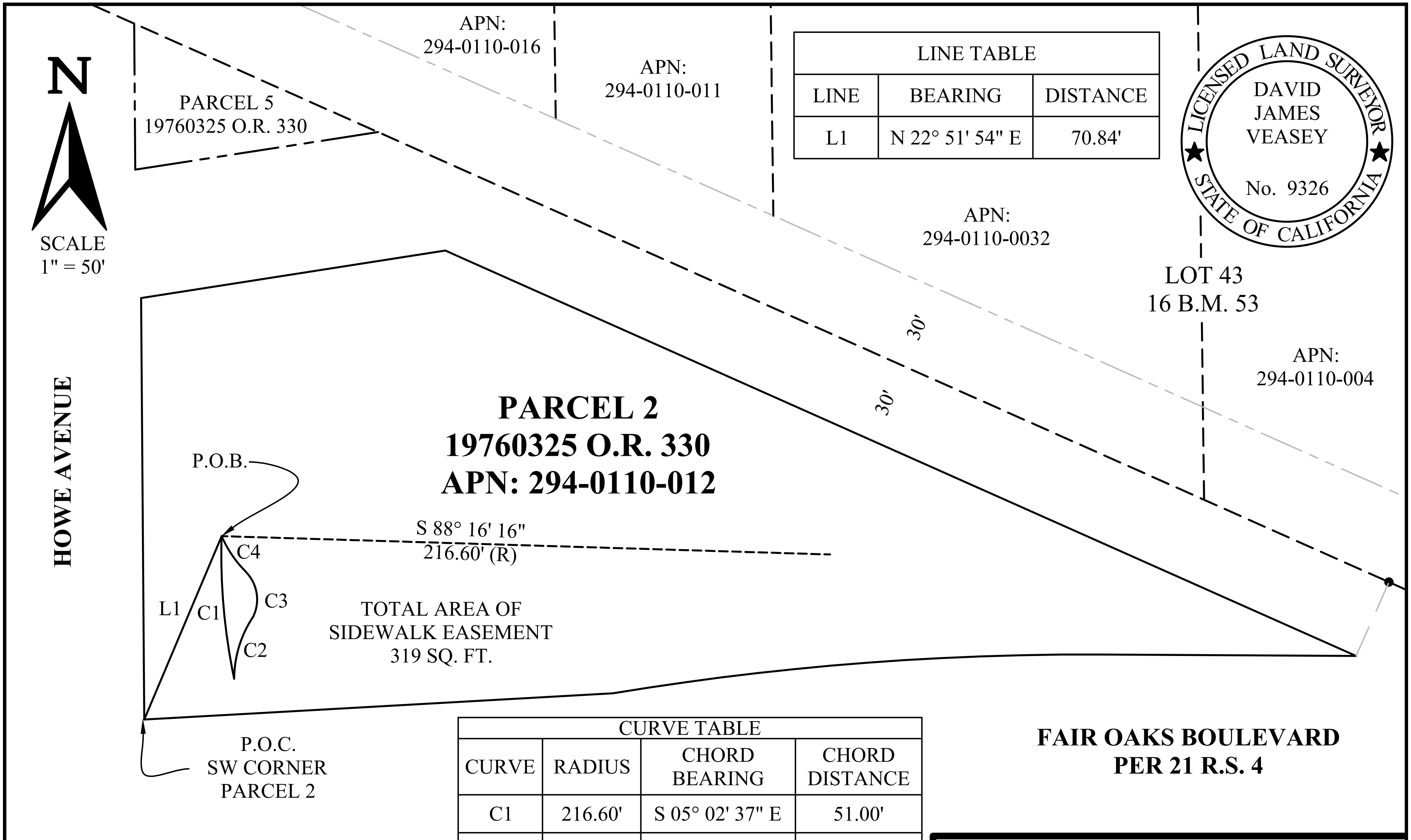
____

DAVID J. VEASEY

L.S. 9326 EXP. 03/31/2027

____

DATE



LINE TABLE		
LINE	BEARING	DISTANCE
L1	N 22° 51' 54" E	70.84'

CURVE TABLE			
CURVE	RADIUS	CHORD BEARING	CHORD DISTANCE
C1	216.60'	S 05° 02' 37" E	51.00'
C2	40.00'	N 17° 17' 18" E	23.49'
C3	14.00'	N 10° 02' 12" W	15.81'
C4	40.00'	N 34° 13' 45" W	15.45'

LEGEND:
BM - BOOK PAGE MAP PAGE
OR - OFFICIAL RECORDS OF SACRAMENTO COUNTY
POB - POINT OF BEGINNING
POC - POINT OF COMMENCEMENT
RS - RECORD OF SURVEY

OCTOBER 2025

EXHIBIT J

SIDEWALK EASEMENT OVER

APN: 294-0110-012

PARCEL 2 PER 19760325 O.R. 330

CITY OF SACRAMENTO

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