

RESOLUTION NO. 2021-266

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ELK GROVE AUTHORIZING THE CITY MANAGER TO EXECUTE AN OPTION AGREEMENT FOR THE PURCHASE AND SALE OF REAL PROPERTY WITH KAMILOS COMPANIES, LLC FOR THE PURCHASE OF A ±60-ACRE PORTION OF THE PROPERTY LOCATED AT THE NORTHWEST INTERSECTION OF KAMMERER ROAD AND LOTZ PARKWAY [APN: 132-0320-010-PORCION]; AUTHORIZING THE CITY MANAGER TO EXERCISE THE PURCHASE OPTION CONTAINED IN THE OPTION AGREEMENT; AUTHORIZING THE CITY MANAGER TO EXECUTE THE REAL PROPERTY PURCHASE AGREEMENT AND ESCROW INSTRUCTIONS CONTAINED IN THE OPTION AGREEMENT AND TAKE ALL ACTIONS NECESSARY AND EXECUTE ALL OTHER DOCUMENTS NECESSARY TO EFECT THE PURCHASE OF THE SUBJECT PROPERTY; AND FINDING THE OPTION AGREEMENT AND PURCHASE OF THE SUBJECT PROPERTY TO BE EXEMPT FROM THE CALIFORNIA ENVIRONMENTAL QUALITY ACT AND CONSISTENT WITH THE GENERAL PLAN

WHEREAS, Jacobi Elk Grove Ranch, LLC (“Jacobi”) is the current owner of an approximately 98-acre parcel of land located at the northwest intersection of Kammerer Road and Lotz Parkway [APN 132-0320-010] (the “Jacobi Property”); and

WHEREAS, the City wishes to acquire approximately 60 acres of land for a possible future project; and

WHEREAS, Jacobi and Kamilos Company, LLC (“Kamilos”) have an escrow open whereby Kamilos is purchasing the Jacobi Property with an expected close of escrow on or about September 30, 2021; and

WHEREAS, Kamilos has agreed to enter into an Option Agreement with the City to establish a purchase option whereby the City would have an option to purchase an approximately 60-acre northern portion of the Jacobi Property [APN 132-0320-010-Portion] from Kamilos should Kamilos successfully complete its purchase of the Jacobi Property (the “Subject Property”); and

WHEREAS, the terms of the option are as set forth in the attached Option Agreement.

NOW, THEREFORE, BE IT RESOLVED, that the City Council of the City of Elk Grove finds that the entry into the Option Agreement and the acquisition of the Subject Property are exempt from the California Environmental Quality Act (CEQA) based upon the following finding and evidence:

Finding: The acquisition of the Property does not constitute the approval of a project and is exempt from CEQA. (Pub. Res. Code § 21065, CEQA Guidelines §§ 15060(c),(2)(3); 15061(b)(3); 15064(d)(3); 15352; 15378(a).)

Evidence: Approval of the Option Agreement and attendant transfer of the Subject Property will not, itself, result in any direct physical change or reasonably foreseeable indirect change to the environment. The Subject Property consists of vacant land within the City’s Southeast Policy Area. The acquisition of the Subject Property by the City does not approve any development project, nor does it change the physical environment. The approval of the agreement and transfer of the property, therefore, does not constitute the approval of a project under CEQA, and it is exempt from CEQA. (Pub. Res. Code § 21065,

CEQA Guidelines §§ 15060(c),(2)(3); 15061(b)(3); 15064(d)(3); 15352; 15378(a).) Should a development project be proposed at the site in the future, such development project would undergo CEQA review.

AND, BE IT FURTHER RESOLVED, that the City Council finds the acquisition of the Property consistent with the City's General Plan as required by Elk Grove Municipal Code Section 23.10.030 and Government Code Section 65402(a) based upon the following finding:

Finding The purchase of the Property is consistent with the General Plan.

Evidence: The purchase of the Subject Property is consistent with the General Plan as it would present an opportunity to build a strong, diverse, and balanced local economy that supports existing and prospective businesses, from large to small, and attendant job growth, revenue generation, and capital investment. The purchase furthers General Plan Goal ED-1; A Diverse and Balanced Mix of Land Uses; and Goal ED-2; More Residents Employed Locally.

AND, BE IT FURTHER RESOLVED, that the City Council of the City of Elk Grove hereby authorizes the City Manager to execute an Option Agreement for the Purchase and Sale of Real Property with Kamilos Companies, LLC for the purchase of a ±60-acre portion of the property located at the northwest intersection of Kammerer Road and Lotz Parkway [APN: 132-0320-010-Portion] in substantially the form set forth in Exhibit A attached and incorporated herein by reference;

AND, BE IT FURTHER RESOLVED, that the City Council of the City of Elk Grove authorizes the City Manager to exercise the Purchase Option contained in the Option Agreement;

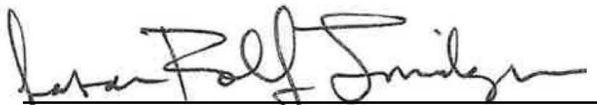
AND, BE IT FURTHER RESOLVED, that the City Council of the City of Elk Grove authorizes the City Manager to execute the Real Property Purchase Agreement and Escrow Instructions contained in the Option Agreement and take all actions necessary and execute all other documents necessary to effect the purchase of the subject property.

PASSED AND ADOPTED by the City Council of the City of Elk Grove this 22nd day of September 2021



BOBBIE SINGH-ALLEN, MAYOR of the
CITY OF ELK GROVE

ATTEST:



JASON LINDGREN, CITY CLERK

APPROVED AS TO FORM:



JONATHAN P. HOBBS,
CITY ATTORNEY

RECORDING REQUESTED BY AND WHEN RECORDED
RETURN TO:

CITY OF ELK GROVE
Attn: City Clerk
8401 Laguna Palms Way
Elk Grove, CA 95758

Project Accelerate
Portion of APN: 132-0320-010

The Above Space For Recorder's Use Only

**OPTION AGREEMENT FOR PURCHASE AND SALE OF REAL PROPERTY
(Option Agreement)**

This Option Agreement for Purchase and Sale of Real Property (“Option Agreement”) is made this _____ day of _____, 2021, by and between the CITY OF ELK GROVE, a municipal corporation ("Optionee") and KAMILOS COMPANIES, LLC, a California limited liability company ("Optionor"), collectively referred to as (“Parties”).

RECITALS

- A. WHEREAS, Optionor is in escrow to purchase, with no obligation to purchase, from Jacobi Elk Grove Ranch, LLC, approximately 98 acres of real property located on Kammerer Road, in the City of Elk Grove ("City"), County of Sacramento ("County"), and State of California ("State"), known by Sacramento County Assessor Parcel Number 132-0320-010 (hereinafter the "Jacobi Property").
- B. WHEREAS, Optionee desires to acquire the exclusive and irrevocable right to purchase, without becoming obligated to purchase, an approximately sixty (60) acre portion of the Jacobi Property (hereinafter the “Subject Property”), as depicted and in the attached Exhibit “A”, under the terms and conditions specified herein.
- C. Optionee will secure a survey (hereinafter the “Survey”) of the Jacobi Property upon full execution of the Option Agreement (hereinafter the “Option Agreement”). Once Optionee obtains a survey the specific acreage for purchase shall be inserted into the Purchase and Sale Agreement that is attached as Exhibit B hereto.

NOW, THEREFORE, in consideration of the foregoing recitals and the mutual covenants contained herein, the Parties agree as follows:

AGREEMENT

1. Recitals and Exhibits

The preceding recitals and all exhibits attached hereto are incorporated in the terms and

conditions as though fully set forth below.

2. Grant of Option

Optionor hereby grants Optionee the exclusive and irrevocable right to purchase the Subject Property under the terms and conditions set forth in **Exhibit “B”** hereto ("Purchase Agreement"). The term "expire" shall mean the date on which the Option Period expires herein subject to Optionor’s purchasing the Jacobi Property, which Optionor has no obligation to purchase.

3. Option Period

The option period shall commence on the date the Grant Deed is recorded conveying the Jacobi Property to the Optionor (the “Effective Date”), which is expected to be on or about September 30, 2021 and shall expire twelve 12 months thereafter (the "Initial Option Period").

4. Option Payments

The Option Payments shall be payable by Optionee to Optionor as follows:

- a. An initial deposit of Fifty Thousand and No/100s Dollars (\$50,000.00) (“Initial Deposit”) will be deposited by Optionee with the Escrow Holder, identified in Section 12 below upon confirmation that the Optionor has full legal title to the Jacobi Property. The Initial Deposit shall be non-refundable upon expiration of the Due Diligence Period, as defined in Section 8 below, and available for withdrawal by the Optionor upon expiration of the Due Diligence Period; and
- b. An additional Payment of Fifty Thousand and No/100s Dollars (\$50,000.00) shall be deposited by Optionee with the Escrow Holder at the conclusion of the Due Diligence Period and shall be available for immediate withdrawal by Optionor; and
- c. Should Optionor fail to close escrow on the Jacobi Property and own full legal title to the property prior to October 31, 2021, City shall be under no obligation to deposit any funds into escrow and this Agreement may be terminated by Optionee. Optionee may then go directly to whatever entity owns the Jacobi Property and negotiate with them directly.

5. Disposition of Option Payments

The Option Payments are non-refundable should Optionee elect not to purchase the Subject Property at the expiration of the Option Period. However, in the event that Optionee, in its sole discretion, terminates this Option Agreement during the Due Diligence Period referenced in Section 8 below, or an extension thereof, then the Initial Deposit of Fifty Thousand and No/100s Dollars (\$50,000.00) shall be fully refunded to Optionee.

6. Purchase Price

The purchase price of the Subject Property under the Option Agreement shall be two dollars and fifty-two cents a square foot (\$2.52) if Optionee provides Optionor a Notice of Exercise of Option on or prior to the 180th day of the Effective Date. If Optionee provides Optionor a Notice of Exercise of Option for the Subject Property on the 181st-211th day of the Effective Date the purchase price will be two dollars and fifty-six cents per square foot (\$2.56). If the Optionee provides Optionor a Notice of Exercise of Option of the Subject property on the 212th-242nd day of the Effective Date the purchase price shall be two dollars and sixty cents a square foot (\$2.60). If the Optionee provides the Optionor a Notice of Exercise of Option on the Subject Property on the 243rd day after the Effective Date up to the conclusion of this Option Agreement the purchase price shall be two dollars and sixty-four cents a square foot. (\$2.64) ("Purchase Price"). Note the Survey may indicate the Optionee needs more or less than 60 acres which will inform the total purchase price. This upward or downward adjustment is on the basis of the Survey described in Section 9 of this Option Agreement determines the total acreage of the Subject Property is less than or greater than 60 acres. Such adjustment will be based upon the unit value of per square foot price listed above. The Purchase Price for the Subject Property shall be paid by Optionee as follows:

- i. Payment schedule to be deposited with Escrow Holder (as described above) shall be made available for withdrawal by Optionor as outlined above in Section 4; and
- ii. The balance of the purchase price, shall be paid in cash prior to the close of Escrow, defined in Section 14 below.
- iii. Prior to the distribution of any payments, Optionor shall jointly instruct Escrow Holder how such payments should be allocated, and in absence of any such instructions, Escrow Holder shall allocate any payments to Optionor in proportion to their ownership interest in Jacobi's Property.

If Optionee does not cancel the Option Agreement during the Due Diligence Period, the Initial Deposit becomes immediately thereafter non-refundable.

7. Condition of Sale

If Optionee develops the Subject Property first, prior to Optionor developing its remainder property, Optionee agrees to upsize sanitary sewer, water, and storm drain facilities ("Wet Utilities") to serve Optionor's remainder property, provided Optionor has submitted an Application with City approved plans to develop its remainder property that will allow for accurate upsizing of said utilities by Optionee. If Optionor develops first, Optionor shall upsize the Wet Utilities. In either case, the Optionee or Optionor, as applicable, may upsize the Wet Utilities to serve the other party's development and the remaining party shall pay the other party's unreimbursed costs of upsizing the Wet Utilities. A separate agreement regarding reimbursement shall be executed prior to any work or obligation to pay is in effect.

Additionally, if Optionee develops first, and constructs frontage improvements along the boundaries of the Subject Property where it meets the remainder property, Optionor may request to have Optionee construct frontage improvements, comprised of curb, gutter and

sidewalk, along the frontage of Optionor's remainder property at Optionor's expense, as determined by Optionee, provided Optionor has an Application with City approved plans. If Optionor develops first, Optionor shall construct frontage improvements comprised of curb, gutter and sidewalk along the frontage of Optionee's parcel. In either case, Optionor or the Optionee, as applicable, will construct the frontage improvements to serve the other party's development and the remaining party shall pay the other party's unreimbursed costs of constructing the frontage improvements. A separate agreement regarding reimbursement shall be executed prior to any work or obligation to pay is in effect.

8. Due Diligence

Optionor shall deliver to Optionee within fourteen (14) calendar days of the close of escrow on the Jacobi Property copies of pertinent documents and information relevant to the Subject Property; provided that any such items are within the possession or control of Optionor. Optionee will have ninety days (90) days (the "Due Diligence Period") from the Effective Date to satisfy itself in its complete discretion of the feasibility of the transaction contemplated herein and to make such inspections and to obtain such information and permits as Optionee may elect. The documents and information Optionor must deliver to Optionee (provided the documents or information are within the possession or control of Optionee) shall include, but is not limited to:

- i. Plans and specifications, engineering reports, permits, environmental studies, licenses and contracts regarding the Jacobi Property in Optionor's possession or control;
- ii. The most recent preliminary title report for the Jacobi Property within Optionor's possession or control;
- iii. An ALTA survey;
- iv. True, correct and complete copies of all agricultural leases, occupancy agreements and maintenance agreements for the Jacobi Property that are in Optionor's possession; and
- v. Such other commercially reasonable information as Optionee may reasonably request provided that it is in Optionor's possession or reasonably available to Optionor.

9. Exercise of Option

Optionee may exercise this Option, in its sole discretion, by execution and tender to Optionor of an instrument in the form of **Exhibit "D"** ("Notice of Exercise of Option"), attached hereto. Optionee must include with the Notice of Exercise of Option the executed Purchase Agreement in the form of **Exhibit "B"**. In order to exercise this option, Optionee must provide to Optionor the executed Notice of Exercise of Option and Purchase Agreement prior to the expiration of the Option Period.

Prior to the exercise of the Option, Optionee shall, at its sole expense, have the Subject Property surveyed (the "Survey"), and shall attach a copy of the legal description resulting from such Survey to the Grant Deed attached at Exhibit C-1 to this Option Agreement.

If Optionee exercises the Option Optionee shall continue to make the property available to Optionor for any appraisal it desires to perform. This will allow Optionor to determine what if any gift has been made by Optionor in selling the property. Optionee makes no representations regarding the tax consequences of the sale of the Subject Property.

10. Automatic Termination

If Optionee fails to exercise this Option in accordance with its terms and within the Option Period, or any extension of it, then this Option and the rights of the Optionee will automatically and immediately terminate without notice. Thereafter, Optionee shall execute, acknowledge and deliver to Optionor within thirty (30) days of a request therefor, a Quitclaim Deed in the form of **Exhibit “E”**, which is attached to this Option Agreement.

11. Assignability of Option and Use of the Property during the Option

This Option Agreement may only be assigned with the written consent of both Parties and any attempt to assign this Option Agreement without such consent shall be void. This Option Agreement may be assigned to an affiliate entity which the Optionor has an economic interest in, with the City’s written consent, which consent will not be unreasonably withheld.

Optionor shall not convey, hypothecate, or encumber the Option Property or agree to do any of the foregoing in excess of Five Million and No/100s Dollars (\$5,000,000) without the Optionee’s prior written consent which shall not be unreasonably withheld, conditioned, or delayed to the extent that such actions would not encumber the Option Property at the time the City takes title to it.

12. Leases

Optionor shall terminate any leases or licenses on the Option Property as soon as feasible and at Optionor’s sole expense and liability such that if the Optionee should elect to exercise the Purchase Option, Optionee would take title to the Option Property free and clear of any such encumbrances.

13. Property Taxes and Assessments

Optionor shall continue to be liable for, and shall pay, all property taxes and assessments levied upon or allocable to the Option Property during the Option Period.

14. Escrow

Opening of escrow and the deposit of the Initial Deposit will be no later than fourteen (14) calendar days after the Optionor owns full legal title to the Jacobi Property. Escrow shall close within sixty (60) days of the Optionee exercise of the Option. The close of escrow is conditioned on the Subject Property being conveyed to the Optionee free and clear of any licenses, leases, liens, assessments or other security interests of any kind which

Optionor is aware of except as set forth in the in the Purchase Agreement. The Subject Property shall be delivered vacant and free of any personal belongings.

15. Escrow Holder/Title Company

Fidelity National Title Company
Commercial and Industrial Division
8525 Madison Ave, Ste 110
Attn: Mr. Paul Avila
Telephone: (916) 646-6057

16. Prorations and Costs

If the Exercise of Option is pursued, the Parties shall equally divide the escrow holder's fees, Optionor shall pay the cost of the CLTA Title Policy, and Optionee shall pay the cost of any endorsements and any additional costs for an ALTA Title policy and ALTA survey. Optionee is exempt from paying City and county transfer taxes. Any miscellaneous costs shall be borne by the Parties according to custom in Sacramento County. Optionor shall continue to be liable for, and shall pay, all property taxes and assessments levied upon or allocable to the Subject Property during the Option Period.

17. Brokers

Optionor and Optionee each warrant to the other that no person or entity can properly claim a right to a commission, finder's fee, or other compensation with respect to the transaction contemplated by this Option Agreement. If any broker or finder makes any claim for a commission or finder's fee, the party through which the broker or finder makes such claim shall indemnify, defend and hold the other party harmless from all liabilities, expenses, losses, damages or claims (including the indemnified party's reasonable attorneys' fees) arising out of such broker's or finder's claims.

18. Notices

All notices or other communications required or permitted hereunder shall be in writing, and shall be personally delivered or sent by registered or certified mail, postage prepaid, return receipt requested, or sent by facsimile and shall be deemed received upon the earlier of (i) if personally delivered, the date of delivery to the address of the person to receive such notice, (ii) if mailed, two (2) days after the date of posting by the United States Post Office, or (iii) if given by facsimile, when received by the other party.

TO OPTIONOR: Gerry Kamilos
Kamilos Companies, LLC
11249 Gold Country Blvd
Gold River, CA 95670
Telephone: (916) 631-8440

TO OPTIONEE: City of Elk Grove

8401 Laguna Palms Way
Elk Grove, CA 95758
Attention: Ann Grava, Real Estate Manager
Telephone: (916) 478-2231

Notice of change of address shall be given by written notice in the manner described in this Section.

19. Entire Agreement

This Option Agreement (including all Exhibits attached hereto) is the final expression of, and contains the entire agreement between, the Parties with respect to the subject matter hereof and supersedes all prior understandings with respect thereto. Except as expressly permitted herein, this Option Agreement may not be modified, changed, supplemented, superseded, canceled or terminated, nor may any obligations hereunder be waived, except by written instrument signed by the party to be charged or by its agent duly authorized in writing. The Parties do not intend to confer any benefit hereunder on any person, firm or corporation other than the Parties hereto and lawful assignees.

20. Warranties

The covenants, warranties, and representations made by the Parties in **Exhibit "B"** are also applicable during the Option Period and before the exercise of the Option. After the Effective Date of this Option Agreement, Optionor agrees that it will not convey, hypothecate or encumber the Subject Property or agree to do any of the foregoing in excess of Five Million and No/100s Dollars (\$5,000,000) without Optionee's prior written consent which shall not be unreasonably withheld, conditioned or delayed.

21. Testing of Property

Before Expiration of the Option Period, Optionee may have the Subject Property tested in preparation for its use. Testing may include, but is not limited to, a Phase I report, soil reports, surveying, geohazard testing and reports, preliminary architectural site reports, reports required by the City or State, or other government agencies. However, regardless of the timing, outcome or results of any testing, the Initial Deposit shall become non-refundable upon the expiration of the Due Diligence Period.

22. Right of Entry on the Property

During the Option Period, at Optionee's sole cost and expense, Optionee and its designated agents, employees, contractors and representatives shall have the right to enter on the Subject Property at all reasonable times and from time to time, for the purpose of conducting any and all procedures set forth in this Option Agreement. Optionee shall indemnify Optionor, its directors, officers, agents and employees from and against all damage to the Subject Property or injury to persons caused by Optionee and/or its agents, employees, contractors or representatives in exercising its rights under this Section. As a condition to entering on the Subject Property, Optionee shall provide

Optionor with not less than one (1) business days' prior written notice of each such entry.

23. Miscellaneous

- i. Partial Invalidity. If any term or provision of this Option Agreement or the application thereof to any person or circumstance shall, to any extent, be invalid or unenforceable, the remainder of this Option Agreement, or the application of such term or provision to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby, and each such term and provision of this Option Agreement shall be valid and be enforced to the fullest extent permitted by law.
- ii. Waivers. No waiver of any breach of any covenant or provision herein contained shall be deemed a waiver of any preceding or succeeding breach thereof, or of any other covenant or provision herein contained. 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 except those of the waiving party, which shall be extended by a period of time equal to the period of the delay.
- iii. Relationship of Parties. Nothing contained in this Option Agreement shall be deemed or construed by the Parties to create the relationship of principal and agent, a partnership, joint venture or any other association between Optionor and Optionee.
- iv. Construction. Headings at the beginning of each paragraph and subparagraph are solely for the convenience of the Parties and are not a part of the Option Agreement. Whenever required by the context of this Option Agreement, the singular shall include the plural and the masculine shall include the feminine and vice versa. This Option Agreement shall not be construed as if it had been prepared by one of the Parties, but rather as if both Parties had prepared the same. Unless otherwise indicated, all references to paragraphs, sections, subparagraphs and subsections are to this Option Agreement. All exhibits referred to in this Option Agreement are attached and incorporated by this reference.
- v. Governing Law. The Parties hereto acknowledge that this Option Agreement has been negotiated and entered into in the State of California. The Parties hereto expressly agree that this Option Agreement shall be governed by, interpreted under, and construed and enforced in accordance with the laws of the State of California.
- vi. Days of Week. If any date for performance herein falls on a Saturday, Sunday or holiday, as defined in Section 6700 of the California Government Code, the time for such performance shall be extended to 5:00p.m. on the next business day.
- vii. Counterparts. This Option Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which, together, when signed by all of the Parties hereto, shall constitute one and the same instrument.
- viii. Venue. Any claims or legal actions by one party against the other arising under this Option Agreement or concerning any rights under this Option Agreement shall be commenced and maintained in California Superior Court located in Sacramento County, California. Both Parties submit to the jurisdiction and venue of such court.

- ix. Binding Effect. This Option Agreement and its terms and conditions shall be binding upon and inure to the benefit of the parties to this Option Agreement and their respective successors and permitted assigns.
- x. Time of Essence. Time is of the essence as to this Option Agreement.
- xi. Further Documents. Upon the reasonable request of the other party, each party will execute, acknowledge and deliver or cause to be executed, acknowledged and delivered, such further instruments and documents as may be reasonably necessary in order to carry out the intent and purpose of this Option Agreement, including escrow instructions.

IN WITNESS WHEREOF, the Parties hereto have executed this Option Agreement as of the dates set forth below.

OPTIONOR:

Kamilos Companies, LLC, a California limited liability company

Date: 9/22/2021 | 1:59 PM PDT

By: Gerry Kamilos
Gerry Kamilos, Manager

OPTIONEE:

**CITY OF ELK GROVE,
a municipal corporation**

Date: _____

By: _____
Jason Behrmann , City Manager

RECOMMENDED FOR APPROVAL:

Date: 9/22/2021 | 2:02 PM PDT

By: Ann Grava
Ann Grava, Real Estate Manager

APPROVED AS TO FORM:

Date: 9/22/2021 | 2:04 PM PDT

By: Jonathan P. Hobbs
Jonathan P. Hobbs, City Attorney

ATTEST:

Date: _____

By: _____
Jason Lindgren, City Clerk

Exhibit "A"
Subject Property
Portion of APN
132-0320-010

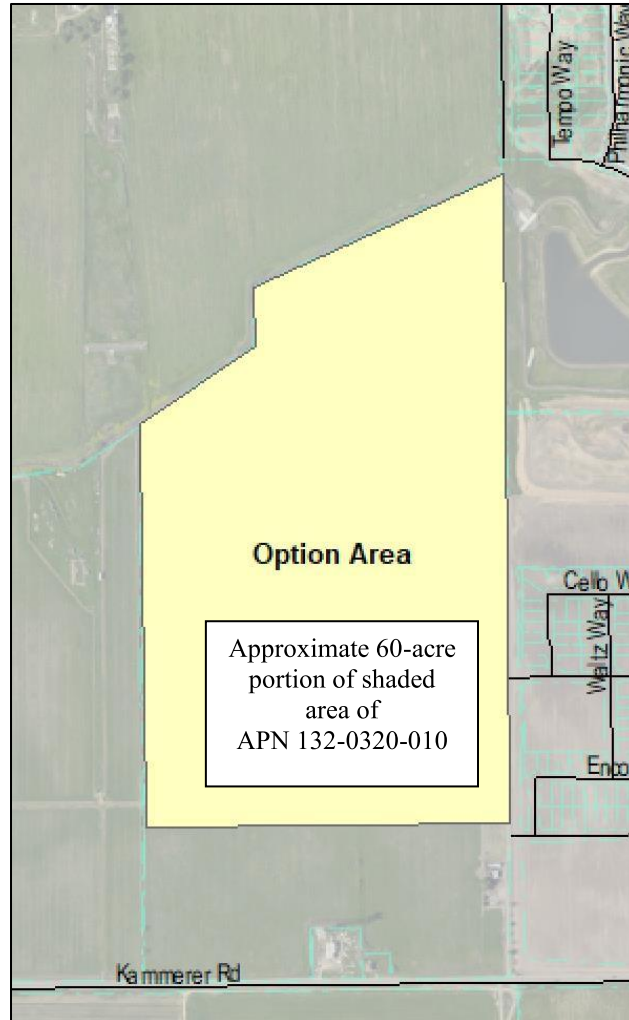


Exhibit "B"
Purchase Agreement

Fidelity National Title Company
Attn: Paul Avila
Escrow:
APN: 132-0320-010

SELLER: KAMILOS COMPANIES, LLC a California limited liability company

BUYER: CITY OF ELK GROVE, a municipal corporation

REAL PROPERTY PURCHASE AGREEMENT AND ESCROW INSTRUCTIONS

This Agreement for Purchase and Sale of Real Property ("Agreement") is made this ____ day of _____, 2021 by and between CITY OF ELK GROVE, a municipal corporation ("Buyer") and KAMILOS COMPANIES, LLC, a California limited liability company ("Seller"), collectively referred to as ("Parties").

RECITALS

- A.** Seller is the owner of +/-98 acres of real property located on Kammerer Road, in the City of Elk Grove ("City"), County of Sacramento ("County"), and State of California ("State"), known by Sacramento County Assessor Parcel Numbers 132-0320-010 (hereinafter the "Owner's Property").
- B.** Buyer desires to purchase from Seller and Seller desires to sell to Buyer a portion of Owner's Property (hereinafter the "Subject Property), as legally described in **Exhibit "C-1"** on the terms and conditions set forth in this Agreement, and the Option Agreement, to which this document is **Exhibit "B"**.

NOW, THEREFORE, in consideration of the foregoing recitals and the mutual covenants contained herein, the Parties agree as follows:

AGREEMENT

1. Purchase and Sale

Seller agrees to sell and convey to Buyer, and Buyer agrees to purchase from Seller, the Subject Property on the terms and subject to the conditions set forth in this Agreement, and the Option Agreement, to which this Agreement is **Exhibit "B"**. If there is any inconsistency between the Purchase Agreement and the Option Agreement, then the Option Agreement shall prevail. The provisions of the Purchase Agreement shall only take effect when the conditions of the Option Agreement have been met. For the purpose of these Agreements, the date on which the last party executes these Agreements and delivers them to the other party shall hereinafter be referred to as the "Effective Date".

2. Payment

A. Purchase Price

The purchase price for the Subject Property shall be XX Thousand Dollars per acre calculated to the nearest tenth of an acre (“Purchase Price”). Option Payments received by Seller, pursuant to the Option Agreement, to which this Agreement is **Exhibit “B”**, shall be applied toward the Purchase Price.

B. Property Interest Free of Encumbrances

The Close of Escrow, defined below, is conditioned on the Subject Property being conveyed to Buyer free and clear of all rights, restrictions, easements, impediments, encumbrances, liens, assessments or other security interests of any kind of which Seller is aware, except: (a) easements or rights-of-way for public roads, public facilities or public utilities, if any; and (b) exceptions to title approved and/or accepted by Buyer in accordance with this Agreement. The Subject Property shall be delivered vacant and free of any personal belongings. Any verbal or written farming lease shall be quitclaimed by holder prior to close of escrow.

3. Execution and Delivery to Escrow

Buyer shall open an escrow (“Escrow”) with Fidelity National Title Company (“Escrow Holder”) by delivery of a fully-executed copy of this Agreement. Upon full execution of this Agreement by the Parties, Seller shall execute, notarize and deliver to Escrow Holder the Grant Deed (“Deed”) in the form of **Exhibit “C”**, attached hereto and incorporated herein by this reference.

A. The Escrow Holder may expend any or all monies payable under this Agreement and deposited into escrow to discharge any obligations which are liens upon the Subject Property, including, but not limited to, those arising from judgments, assessments, delinquent taxes for other than the fiscal year in which the escrow closes, or debts secured by deeds of trust or mortgages, and/or to defray any other incidental costs other than those specified in Section 7 hereof to be borne by the Buyer. The Escrow Holder shall release payment to Seller, return any credited amounts to Buyer, and record the Deed in the Recorder’s Office for Sacramento County upon the Close of Escrow. Title to the Subject Property shall pass to Buyer immediately upon Close of Escrow.

B. This Agreement may serve in whole or in part as escrow instructions. The issuance of any further escrow instructions shall be the sole responsibility of the Buyer. The Seller agrees to execute such additional documents as may be reasonably necessary to consummate the purchase and sale herein contemplated.

4. Close of Escrow

Unless extended by the mutual agreement of the Parties, the Escrow shall close within thirty (30) days of the Exercise of Option.

5. Title Insurance

Seller shall pay the cost of the CLTA Title policy, and Buyer shall pay the cost of any endorsements, and any additional costs for an ALTA Title policy and ALTA survey.

6. Conditions to Close of Escrow

The conditions set forth in Sections 6(a) and 6(b) hereafter are referred to herein as the "Closing Conditions".

- (a) Conditions to Buyer's Obligations. The Close of Escrow and Buyer's obligation to consummate the transactions contemplated by this Agreement are subject to the satisfaction of the following conditions (or Buyer's waiver thereof) for Buyer's benefit on or prior to the dates designated below for the satisfaction of such conditions, or as of the Close of Escrow in the absence of a specified date:
- i. Title. Seller shall convey title to the Subject Property to Buyer free and clear of any monetary encumbrances, except for the lien of current real estate taxes and assessments. As for any non-monetary encumbrances, Buyer shall have the right to approve any and all matters of and exceptions to title of the Subject Property, including the legal description, as disclosed by the following documents and instruments (collectively, "Title Documents"): (1) a preliminary report issued by Escrow Holder with respect to the Subject Property and all matters referenced therein ("Preliminary Report"); and (2) legible copies of all documents, whether recorded or unrecorded, referred to in such Preliminary Report. Seller shall cause Escrow Holder to deliver the Title Documents to Buyer within ten (10) calendar days following the Buyer's Exercise of Option, pursuant to the Option Agreement, to which this Agreement is **Exhibit "B"**. Buyer shall have five (5) calendar days following receipt of the Title Documents to give Seller and Escrow Holder written notice ("Buyer's Title Notice") of Buyer's approval or disapproval of the legal description and every non-monetary item or exception disclosed by the Title Documents. The failure of Buyer to give Buyer's Title Notice to Seller within the specified time period shall be deemed Buyer's approval of title to the Subject Property. In the event that Buyer's Title Notice disapproves of any matter of title shown in the Title Documents, Seller shall, within five (5) calendar days after Buyer's Title Notice is received by Seller, give Buyer written notice ("Seller's Title Notice") of those disapproved title matters, if any, which Seller is unwilling or unable after reasonable and good faith efforts to have eliminated from title to the Subject Property by Close of Escrow. In the event that Seller is unable or unwilling to remove all of the title matters objected to by Buyer in Buyer's Title Notice, Buyer shall have five (5) business days from receipt of Seller's Title Notice to notify Seller in writing that either of the following: (A) Buyer is willing to purchase the Subject Property subject to such disapproved exceptions, or (B) Buyer elects to cancel this transaction. Failure of Buyer to take either one of the actions described in Subsection (A) or (B) above shall be deemed to be Buyer's election to take the action described in Subsection (A) above. In the event this Agreement is canceled pursuant to this Section, except as otherwise provided herein, the Parties shall have no further obligations under this

Agreement, any documents or funds (excluding any non-refundable option payments) shall be returned by the Escrow Holder to the originating party, and any costs incurred through the escrow process shall be paid by Buyer.

- ii. Title Insurance. The Title Company shall have issued or shall have committed to issue the Title Policy to Buyer.
 - iii. Seller's Representations. All representations and warranties made by Seller to Buyer in this Agreement shall be true and correct.
 - iv. Conditions Precedent. All of Seller's conditions precedent to Close of Escrow have been satisfied or waived by Buyer.
 - v. Conditions to Seller's Obligations. The Close of Escrow and Seller's obligation to consummate the transactions contemplated in this Agreement are subject to the satisfaction of the following conditions (or Seller's waiver thereof) for Seller's benefit on or prior to the dates designated below for the satisfaction of such conditions, or as of the Close of Escrow in absence of a specified date: Buyer's Obligations. Buyer shall have timely performed all of the obligations required by the terms of this Agreement to be performed by Buyer.
 - vi. Buyer's Representations. All representations and warranties made by Buyer to Seller in this Agreement shall be true and correct.
- (b) Failure of Condition to Close of Escrow. Except as provided in Section 6(a) or 6(b), in the event any of the conditions set forth in Section 6(a) or 6(b) are not timely satisfied or waived by the appropriate benefitted party, for a reason other than the default of Buyer or Seller, this Agreement shall terminate, and, except as otherwise provided herein, the Parties shall have no further obligations hereunder, Any documents or funds (excluding any non-refundable option payments) shall be returned by the Escrow Holder to the originating party, and any costs incurred through the escrow process shall be paid by Buyer.

7. **Costs and Expenses**

Charges and expenses incurred in this transaction are to be borne by the parties as follows:

- (a) The Parties shall equally divide the Escrow Holder's fees.
- (b) Seller shall pay the cost of the CLTA Title Policy, and Buyer shall pay the cost of any endorsements and any additional costs for an ALTA Title police and ALTA survey.
- (c) Buyer is exempt for city and county transfer taxes.
- (d) Any miscellaneous costs shall be borne by the Parties according to custom in Sacramento County.
- (e) In the event of any termination of this Agreement or the failure of Escrow to close due to a default of a Party, as provided herein, then the defaulting Party shall pay any

cancellation costs imposed by the Escrow Holder.

Notwithstanding the foregoing, and whether the transaction contemplated by this Agreement closes, Buyer and Seller shall each bear their own attorney's, accountant's and consultant's fees, travel expenses, reproduction and document retrieval costs, and all other costs incurred with respect to this Agreement or with respect to any due diligence activities associated with this Agreement except as provided herein.

8. Prorations

- (a) Taxes/Assessments. Taxes for the fiscal year in which the escrow closes shall be cleared and paid for in the manner required by Section 5086 of the Revenue and Taxation Code. As a deduction from the Purchase Price, the Buyer shall be authorized to pay any delinquent taxes due in any fiscal year, except the fiscal year in which this escrow closes, together with penalties and interest thereon. All real property taxes and assessments for the Subject Property shall be prorated as of 11:59 p.m. on the day prior to the Close of Escrow, based upon the latest available information.
- (b) Other Expenses. Any other expenses for the Subject Property shall be prorated as of 11:59 p.m. on the day prior to the Close of Escrow between the Parties based upon the latest available information.

9. Hazardous Materials

The Parties acknowledge, understand, and agree that any liability associated with the presence of any Hazardous Substances, as defined below, on or below any portion of the Subject Property shall be governed by applicable law, regardless of whether any inspection, examination, sampling, testing, assessment, or other investigation is conducted by Buyer.

“**Hazardous Substance(s)**” includes, but is not limited to, any hazardous or toxic substance, material or waste, or any solid waste, pollutant, or contaminant that is:

- (i) regulated by any local governmental agency, the State of California or the United States Government;
- (ii) defined as such in any Federal, State, or local statute, ordinance, rule, or regulation applicable to the property, including, without limitation, the Comprehensive Environmental Response, Compensation, and Liability Act of 1980, as amended (Title 42 United States Code sections 9601-9675), the Resource Conservation and Recovery Act (Title 42 United States Code sections 6901-6992k), the Carpenter-Presley-Tanner Hazardous Substance Account Act (California Health and Safety Code sections 25330.2-25395), and the Hazardous Waste Control Law (California Health and Safety Code sections 25100-25250.25);
- (iii) listed in the United States Department of Transportation Table (49 CFR § 172.101) or by the Environmental Protection Agency, or listed as Hazardous Substances by any equivalent State of California or local governmental agency, or any successor agency (40 CFR Part 302);

- (iv) asbestos or asbestos containing material;
- (v) radon gas;
- (vi) petroleum or petroleum fractions;
- (vii) any explosive substances;
- (viii) polychlorinated biphenyl;
- (ix) a radioactive material; and
- (x) perchlorate.

10. Buyer's Covenants, Representations and Warranties

In consideration of the Seller entering into this Agreement and as an inducement to Seller to sell the Subject Property to Buyer, Buyer makes the following covenants, representations and warranties, each of which is material and is being relied upon by Seller (the compliance with and continued truth and accuracy of which shall constitute a condition precedent to Seller's obligations hereunder).

- (a) Buyer's Authority. Buyer has the legal power, right and authority to enter into this Agreement and the instruments referenced herein, and to consummate the transaction contemplated hereby;
- (b) Actions. All requisite action (corporate, trust, partnership or otherwise) has been taken by Buyer in connection with the entering into this Agreement, the instruments referenced herein, and the consummation of the transaction contemplated hereby.
- (c) Signatory. The individuals executing this Agreement and the instruments referenced herein on behalf of Buyer and the partners of Buyer, if any, have the legal power, right, and actual authority to bind Buyer to the terms and conditions hereof and thereof;
- (d) Enforceability. This Agreement and all documents required hereby to be executed by Buyer are and shall be valid, legally binding obligations of and enforceable against Buyer in accordance with their terms.
- (e) Conflicting Documents. Neither the execution and delivery of this Agreement and the documents and instruments referenced herein, nor the occurrence of the obligations set forth herein, nor the consummation of the transaction contemplated herein, noncompliance with the terms of this Agreement and the documents and instruments referenced herein conflict with or 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 or affecting the Subject Property.
- (f) Truthfulness at Close of Escrow. The representations and warranties of Buyer set

forth in this Agreement shall be true on and as of the Close of Escrow as if those representations and warranties were made on and as of such time.

11. Seller's Representations and Warranties

In consideration for Buyer entering into this Agreement, Seller makes the representations and warranties set forth in this Section, which are material and are being relied upon by Buyer (the continued truth and accuracy of which shall constitute a condition precedent to Buyer's obligations hereunder). To the extent that Buyer becomes aware of any conflict with the representations and warranties set forth herein after the Effective Date and prior to the Close of Escrow, and nonetheless elects to proceed with the transaction described herein, Buyer shall thereby waive its right to assert any claim against the Seller for any such inconsistent representation(s) and warranty(ies).

- (a) Seller's Authority. Seller has the legal power, right and authority to enter into this Agreement and the instruments referenced herein, and to consummate the transaction contemplated hereby.
- (b) Actions. All requisite action (corporate, trust, partnership or otherwise) has been taken by Seller in connection with the entering into this Agreement, the instruments referenced herein, and the consummation of the transaction contemplated hereby.
- (c) Signatory. The individuals executing this Agreement and the instruments referenced herein on behalf of Seller and the partners of Seller, if any, have the legal power, right, and actual authority to bind Seller to the terms and conditions hereof and thereof.
- (d) Enforceability. This Agreement and all documents required hereby to be executed by Seller are and shall be valid, legally binding obligations of and enforceable against Seller in accordance with their terms.
- (e) Conflicting Documents. Neither the execution and delivery of this Agreement and the documents and instruments referenced herein, nor the occurrence of the obligations set forth herein, nor the consummation of the transaction contemplated herein, nor compliance with the terms of this Agreement and the documents and instruments referenced herein conflict with or 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 Seller is a party or affecting the Subject Property.
- (f) Truthfulness at Close of Escrow. The representations and warranties of Seller set forth in this Agreement shall be true on and as of the Close of Escrow as if those representations and warranties were made on and as of such time.
- (g) Ownership. Seller is the sole owner of the Subject Property and the Subject Property is free and clear of all liens, claims, encumbrances, easements, encroachments or rights of way of any nature, other than the exceptions listed in the preliminary title report issued under Section 6 and any Approved Conditions of Title.

(h) Hazardous Substances. To Seller's best knowledge, there are no Hazardous Substances (as defined above), or storage tanks containing Hazardous Substances, in, on, under, or about the Subject Property, and there has been no production, storage, disposal, presence, observance, or release of any Hazardous Substances, in, on, under or about the Subject Property.

12. Damage Prior to Closing

The Seller shall bear the risk of loss or damage to the Subject Property until Close of Escrow. Seller shall promptly notify Buyer of any casualty to the Subject Property prior to the Close of Escrow. If any such damage relates to or may result in the loss of any material portion of the Subject Property, Buyer may, at its option, elect either to (a) terminate this Agreement, in which event, except as otherwise provided herein and all rights and obligations under this Agreement shall terminate, but under no circumstances shall the option payments paid by Buyer to Seller be refundable after the expiration of the Option Agreement's due diligence period, or (b) continue the Agreement in effect, in which event upon the Close of Escrow, Buyer shall be entitled to any compensation, award, or other payments or relief resulting from such casualty.

13. Condition of Sale

If Buyer develops the Subject Property first, prior to Seller developing its remainder property, Buyer agrees to upsize sanitary sewer, water, and storm drain facilities ("Wet Utilities") to serve Buyer's remainder property, provided Seller has submitted an Application with City approved plans to develop its remainder property that will allow for accurate upsizing of said utilities by Buyer. If Seller develops first, the same condition applies. In either case, the Buyer or Seller, as applicable, may upsize the Wet Utilities to serve the other party's development and the remaining party shall pay the other party's unreimbursed costs of upsizing the Wet Utilities. A separate agreement regarding reimbursement shall be executed prior to any work or obligation to pay is in effect.

Additionally, if Buyer develops first, and constructs frontage improvements along the boundaries of the Purchase Property where it meets the remainder property, Seller may request to have Buyer construct frontage improvements, comprised of curb, gutter and sidewalk, along the frontage of Seller's remainder property at Seller's expense provided Seller has an Application with City approved plans. If Seller develops first, Seller shall construct frontage improvements comprised of curb, gutter and sidewalk along the frontage of Buyer's parcel. In either case, Seller or the Buyer, as applicable, will construct the frontage improvements to serve the other party's development and the remaining party shall pay the other party's unreimbursed costs of constructing the frontage improvements. A separate agreement regarding reimbursement shall be executed prior to any work or obligation to pay is in effect.

14. Notices

All notices or other communications required or permitted hereunder shall be in writing, and shall be personally delivered or sent by registered or certified mail, postage prepaid, return receipt requested, or sent by facsimile and shall be deemed received upon the earlier of (a) if personally delivered, the date of delivery to the address of the person to

receive such notice, (b) if mailed, two (2) days after the date of posting by the United States Post Office, or (c) if given by facsimile, when received by the other party.

TO BUYER: CITY OF ELK GROVE
8401 Laguna Palms Way
Elk Grove, CA 95758
Attention: Ann Grava, Real Estate Manager Telephone:
(916) 478-3660
Facsimile: (916) 691-3173

TO SELLER: Gerry Kamilos
Kamilos Companies, LC
11249 Gold Country Blvd.
Gold River, CA 95670
Telephone: (916) 631-8440

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

Notice of change of address shall be given by written notice in the manner described in this Section.

15. Seller's Indemnification

Seller agrees to hold harmless, indemnify, and defend (with counsel acceptable to the Buyer which consent shall not be unreasonably withheld) Buyer, its officers, elected and appointed officials, agents, employees, and volunteers (hereinafter "**Indemnified Party**"), and hold the Indemnified Party harmless from and against any and all liabilities, penalties, losses, damages, costs, expenses (including reasonable attorneys' fees, whether for outside counsel or the City Attorney), causes of action, claims, or judgments that arise by reason of any death, bodily injury, personal injury, property or economic damage, or violation of any law or regulation, or damage to the environment, including ambient air, soil, soil vapor, groundwater, or surface water, and resulting from or in any way connected with: (i) any acts or omissions related to the performance of this Agreement, (ii) any breach of this Agreement, or (iii) the occupancy or use of the Subject Property (including, but not limited to, the use, storage, treatment, transportation, release, or disposal of Hazardous Substances on or about any portion of the Subject Property), by the Seller, its officers, employees, agents, engineers, contractors or subcontractors, or any other person or entity employed by or acting on their behalf.

16. Brokers

Buyer and Seller each warrant to the other that no person or entity can properly claim a right to a commission, finder's fee, or other compensation with respect to the transaction contemplated by this Purchase Agreement. If any broker or finder makes any claim for a commission or finder's fee, the party through which the broker or finder makes such claim shall indemnify, defend and hold the other party harmless from all liabilities, expenses, losses, damages or claims (including the indemnified party's reasonable

attorneys' fees) arising out of such broker's or finder's claims.

17. Assignment

This Agreement may only be assigned with the written consent of both Parties and any attempt to assign this Agreement without such consent shall be void.

18. Exculpation

(a) Notwithstanding anything to the contrary contained herein, no member of Seller, nor any direct or indirect partner, shareholder, manager (including Management Agent), officer, director, trustee or employee in or of Seller (collectively, the "Seller Nonrecourse Parties") shall be personally liable in any manner or to any extent under or in connection with this Agreement, and neither Buyer nor any successor, assignee, partner, officer, director, or employee of Buyer shall have any recourse to any assets of a Seller Nonrecourse Party other than such party's interest in Seller to satisfy any liability, judgment or claim that may be obtained or made against any such Seller Nonrecourse Party under this Agreement. The limitation of liability provided in this Section 17(a) is in addition to, and not in limitation of, any limitation on liability applicable to a Seller Nonrecourse Party provided by law or by this Agreement or any other contract, agreement or instrument.

(b) Notwithstanding anything to the contrary contained herein, no member of Buyer, including any officer, director, trustee, agent or employee (collectively, the "Buyer Nonrecourse Parties") shall be personally liable in any manner or to any extent under or in connection with this Agreement, and neither Seller nor any successor, assignee, partner, officer, director or employee of Seller shall have any recourse to any assets of a Buyer Nonrecourse party. The limitation of liability provided in this Section 17(b) is in addition to, and not in limitation of, any limitation on liability applicable to a Buyer Nonrecourse Party provided by law or by this Agreement or any other contract, agreement or instrument.

19. Miscellaneous

(a) Partial Invalidity. If any term or provision of this Agreement or the application thereof to any person or circumstance shall, to any extent, be invalid or unenforceable, the remainder of this Agreement, or the application of such term or provision to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby, and each such term and provision of this Agreement shall be valid and be enforced to the fullest extent permitted by law.

(b) Waivers. No waiver of any breach of any covenant or provision herein contained shall be deemed a waiver of any preceding or succeeding breach thereof, or of any other covenant or provision herein contained. 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 except those of the waiving party, which shall be extended by a period of time equal to the period of the delay.

(c) Survival of Representations. Notwithstanding any provision of this Agreement, the covenants intended to be performed after Close of Escrow, and the representations,

warranties, hold harmless and indemnification obligations made by each party herein shall survive (1) the Close of Escrow and shall not merge into the Deed and the recordation thereof or (2) the termination and/or cancellation of this Agreement.

- (d) Successors and Assigns. This Agreement shall be binding upon and shall inure to the benefit of the permitted successors and assigns of the Parties hereto.
- (e) Entire Agreement. This Agreement (including all Exhibits attached hereto and the Option Agreement, to which this Agreement is Exhibit "B") is the final expression of, and contains the entire agreement between, the Parties with respect to the subject matter hereof and supersedes all prior understandings with respect thereto. This Agreement may not be modified, changed, supplemented, superseded, canceled or terminated, nor may any obligations hereunder be waived, except by written instrument signed by the party to be charged or by its agent duly authorized in writing or as otherwise expressly permitted herein. The Parties do not intend to confer any benefit hereunder on any person, firm or corporation other than the Parties hereto and lawful assignees.
- (f) Time of Essence. Seller and Buyer hereby acknowledge and agree that time is strictly of the essence with respect to each and every term, condition, obligation and provision hereof and that failure to timely perform any of the terms, conditions, obligations or provisions hereof by either party shall constitute a material breach of and a non-curable (but waivable) default under this Agreement by the party so failing to perform.
- (g) Relationship of Parties. Nothing contained in this Agreement shall be deemed or construed by the Parties to create the relationship of principal and agent, a partnership, joint venture or any other association between Buyer and Seller.
- (h) Construction. Headings at the beginning of each paragraph and subparagraph are solely for the convenience of the Parties and are not a part of the Agreement. Whenever required by the context of this Agreement, the singular shall include the plural and the masculine shall include the feminine and vice versa. This Agreement shall not be construed as if it had been prepared by one of the Parties, but rather as if both Parties had prepared the same. Unless otherwise indicated, all references to paragraphs, sections, subparagraphs and subsections are to this Agreement. All exhibits referred to in this Agreement are attached and incorporated by this reference.
- (i) Governing Law and Venue. The Parties hereto acknowledge that this Agreement has been negotiated and entered into in the State of California. The Parties hereto expressly agree that this Agreement shall be governed by, interpreted under, and construed and enforced in accordance with the laws of the State of California, and venue shall be in the California Superior Court in the County of Sacramento.
- (j) Days of Week. If any date for performance herein falls on a Saturday, Sunday or holiday, as defined in Section 6700 of the California Government Code, the time for such performance shall be extended to 5:00 p.m. on the next business day.
- (k) Possession of Property. Buyer shall be entitled to the possession of the Subject Property immediately following the Close of Escrow.

(l) Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which, together, when signed by all of the Parties hereto, shall constitute one and the same instrument.

(m) Further Documents. Upon the reasonable request of the other party, each party will execute, acknowledge and deliver or cause to be executed, acknowledged and delivered, such further instruments and documents as may be reasonably necessary in order to carry out the intent and purpose of this Agreement, including escrow instructions.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement as of the dates set forth below.

OPTIONOR:
KAMILOS COMPANIES, LLC, a California limited liability company

Date: _____

By: _____
Gerry Kamilos, LLC a California limited liability company

OPTIONEE:
CITY OF ELK GROVE, a municipal corporation

Date: _____

By: _____
Jason Behrmann, City Manager

RECOMMENDED FOR APPROVAL:
Date: _____

By: _____
Ann Grava, Real Estate Manager

APPROVED AS TO FORM:

Date: _____

By: _____
Jonathan P. Hobbs, City Attorney

ATTEST:

Date: _____

By: _____
Jason Lindgren, City Clerk

**Exhibit "C"
Grant Deed**

No Fee Document – Per Government Code §6103 & §27383
No Documentary Transfer Tax – Per R&T Code §11922

RECORDING REQUESTED BY AND WHEN RECORDED
RETURN TO:

CITY OF ELK GROVE
Attn: City Clerk
8401 Laguna Palms Way
Elk Grove, CA 95758

Project Name:
Portion of APN: 132-0320-010

The Above Space For Recorder's Use Only

GRANT DEED

FOR VALUABLE CONSIDERATION, receipt and sufficiency of which is hereby acknowledged, **KAMILOS COMPANIES, LLC a California limited liability company** ("GRANTOR"), hereby grants to the **CITY OF ELK GROVE, a municipal corporation** ("GRANTEE"), all that real property situated in the City of Elk Grove, County of Sacramento, State of California, described as follows:

See Exhibit "C-1", legal description and plat, attached hereto and incorporated herein by this reference.

Executed this _____ day of _____, 20_____

GRANTOR: KAMILOS COMPANIES, LLC

By: [Exhibit "C" – Do Not Sign]

Print name: _____

Title: _____

Exhibit "C-1"
Legal Description

TO BE INSERTED UPON COMPLETION OF SURVEY

Exhibit "D"
Notice of Exercise of Option

TO: GERRY KAMILOS
Kamilos Companies, LLC a California limited liability company

Notice is hereby given that the undersigned Optionee exercises its right to purchase the Subject Property described in the Option Agreement dated _____, between undersigned Optionee Kamilos Companies, LLC a California limited liability company

Dated: _____

For Optionee City of Elk Grove, a
municipal corporation

ACKNOWLEDGMENT

State of California)
) ss.
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 of Notary Public _____

**Exhibit "E"
Quitclaim Deed**

No Fee Document – Per Government Code §6103 & §27383
No Documentary Transfer Tax – Per §11911 Value or
Consideration is less than \$100

RECORDING REQUESTED BY AND
WHEN RECORDED MAIL TO:

CITY OF ELK GROVE
City Clerk
8401 Laguna Palms Way
Elk Grove, CA 95758

The Above Space For Recorder's Use Only

QUITCLAIM DEED

For valuable consideration, receipt of which is hereby acknowledged, City of Elk Grove, a municipal corporation, Optionee under that certain Option Agreement dated _____, and recorded in Book _____ Page _____, of the Official Records of Sacramento County, does hereby remise, release and forever quitclaim to Gerry Kamilos... all of its right, title, and interest in the real property located in the City of Elk Grove, Sacramento County, California, described as follows:

See Exhibit "E-1", legal description, attached hereto and incorporated herein by this reference.

This deed is given to relinquish and release any right, title, and interest the grantors may have by virtue of the Option Agreement.

Assessor Parcel Nos. 132-0320-010

Executed this _____ day of _____, 20 _____

OPTIONEE: **CITY OF ELK GROVE, a municipal corporation**

By: _____

Print name: Jason Behrmann

Title: City Manager

Mail Tax Statements To:
Gerry Kamilos

Exhibit "E-1"
Legal Description

TO BE INSERTED UPON COMPLETION OF SURVEY

CERTIFICATION
ELK GROVE CITY COUNCIL RESOLUTION NO. 2021-266

STATE OF CALIFORNIA)
COUNTY OF SACRAMENTO) ss
CITY OF ELK GROVE)


I, Jason Lindgren, City Clerk of the City of Elk Grove, California, do hereby certify that the foregoing resolution was duly introduced, approved, and adopted by the City Council of the City of Elk Grove at a special meeting of said Council held on September 22, 2021 by the following vote:

AYES: **COUNCILMEMBERS:** *Singh-Allen, Nguyen, Hume, Spease, Suen*

NOES: **COUNCILMEMBERS:** *None*

ABSTAIN: **COUNCILMEMBERS:** *None*

ABSENT: **COUNCILMEMBERS:** *None*



Jason Lindgren, City Clerk
City of Elk Grove, California