

PROPERTY PURCHASE AGREEMENT
AND JOINT ESCROW INSTRUCTIONS

BETWEEN

by PRIMAVERA NUEVA, INC., a California corporation

AS SELLER

AND

COUNTY OF SONOMA



AS BUYER

FOR

15 Boyes Blvd., Boyes Hot Springs, CA (APN 056-401-019)

Date: _____, **202**__

PROPERTY PURCHASE AGREEMENT

(File No. _____)

THIS PROPERTY PURCHASE AGREEMENT ("Agreement") dated as of _____, 202__ ("Effective Date"), is by and between PRIMAVERA NUEVA, INC., a California corporation ("Seller"), and the COUNTY OF SONOMA, a political subdivision of the State of California ("Buyer). Seller and Buyer are sometimes collectively referred to herein as the "Parties" and singularly, a "Party."

IN CONSIDERATION of the respective agreements hereinafter set forth, Seller and Buyer agree as follows:

AGREEMENT

(v) Property Included in Sale. Seller hereby agrees to sell and convey to Buyer, and Buyer hereby agrees to purchase and accept from Seller, subject to the terms and conditions set forth herein, the following:

(a) that certain real property commonly known as that certain real property located at 15 Boyes Blvd., Boyes Hot Springs, CA (APN 056-401-019) which consists of approximately 13,174 sq. ft. of commercially zoned vacant land, and as shown in **Exhibit A**, attached hereto (the "Real Property");

(b) all rights, privileges and easements appurtenant to the Real Property, including, without limitation, all minerals, oil, gas and other hydrocarbon substances on and under the Real Property, as well as all access rights and easements, development rights, water and sewer connection rights, air rights, water, water rights and water stock relating to the Real Property and any other easements, rights-of-way or appurtenances used in connection with the beneficial use and enjoyment of the Real Property (all of which are collectively referred to as the "Appurtenances");

(c) All improvements located on the Real Property, including, without limitation, all underground utilities, pipelines or improvements that benefit the Real Property, together with any and all access rights (all of which are collectively referred to as the "Improvements");

(d) Including, but not limited to, all existing leases and any licenses and other occupancy agreements used in connection with the Real Property;

All of the items referred to in subparagraphs (a)-(d) inclusive above are hereinafter collectively referred to as the "Property".

2. Purchase Price.

The purchase price for the Property is Six Hundred Thirty-Three Thousand and 00/100 Dollars (\$633,000.00) (the "Purchase Price"). The Purchase Price shall be paid as follows:

(i) Within fifteen (15) days after the execution of this Agreement by both Buyer and Seller, Buyer shall deposit into escrow with First American Title ("Escrow Holder"), a deposit in the total amount of Fifty Thousand and 00/100 Dollars (\$50,000.00) (the "Deposit"). All sums constituting the Deposit shall be held in an interest-bearing account and interest accruing thereon shall be held for the account of Buyer. The Deposit shall become non-refundable to

Buyer as of the expiration of the Determination Period and upon final Board of Supervisors approval of the Purchase Agreement, which may or may not be granted in the Board's sole discretion. Notwithstanding any other provision of this Agreement, Deposit shall be refunded and returned to Buyer in the event of Board of Supervisors disapproval of the Purchase Agreement. Said Deposit amount shall be fully refundable to Buyer in the event of any default by Seller hereunder or the failure of a condition precedent to Closing within Seller's control. Said deposit shall be fully refundable to Buyer in the event that Buyer is unable to complete all environmental review required by state and federal law, including, but not limited to, the California Environmental Quality Act (Pub. Res. Code § 21000 *et seq.*) during the Determination Period. In the event the sale of the Property as contemplated hereunder is consummated, the Deposit plus interest accrued thereon shall be credited against the Purchase Price. In the event the sale of the Property is not consummated because of the failure of any condition or any other reason except a default under this Agreement solely on the part of Buyer, the Deposit plus interest accrued thereon shall immediately be returned to Buyer. This provision shall constitute joint binding escrow instructions to the Escrow Holder (as defined in Sections 4 and 5, below).

(ii) The balance of the Purchase Price as of the Closing Date (as defined in Section 5 below), shall be paid to Seller in cash at the closing of the sale contemplated hereunder (the "Closing"). Said cash sum shall be reduced by any credits due Buyer hereunder.

3. Transfer of Interests in the Property

At the Closing, Seller shall convey to Buyer marketable and insurable fee simple title to the Property by a duly executed and acknowledged grant deed in a form acceptable to Buyer. Such grant deed shall substantially be in the form of Exhibit D attached hereto. Evidence of delivery of marketable, insurable fee simple title shall be the issuance by the First American Title Company of an ALTA Owner's Policy of Title Insurance, in the full amount of the Purchase Price, insuring fee simple title to the Property and the Improvements, in Buyer, subject only to such exceptions as Buyer may waive or approve pursuant to Subparagraph 4(a) below. As a condition to closing, Seller shall ensure that the Title Company shall issue an ALTA Owner's Policy of Title Insurance, which shall provide full coverage against mechanics' or materialmen's liens arising out of the construction, repair or alteration of the Property and all portions or improvements thereon or thereof, and which shall contain such special endorsements as Buyer may reasonably require, the premium for which shall be paid by Buyer at its sole cost and expense.

4. Conditions to Closing.

The following conditions are precedent to Buyer's obligation to purchase the Property:

(a) Buyer shall have two hundred- seventy (270) days following the Effective Date (the "Determination Period") to conduct such investigations, testing and inspections of the Property as deemed necessary or appropriate by Buyer, including but not limited to investigating the Property, its soils, environmental conditions, feasibility for development, costs of development, marketability, entitlements, existing contracts affecting the Property, easements and encumbrances whether or not of record, governmental requirements, tentative map conditions, the availability of water and other utilities, availability of insurance and loans, availability of contractors, subcontractors and materials for construction, and such other matters as Buyer in its sole discretion may deem appropriate related to the Property.

(i) Buyer's satisfaction with the Property and its feasibility for Buyer's intended purposes is referred to as the "Determination Condition." If Buyer is not satisfied, in Buyer's sole discretion, with any of the conditions of the Property, or if Seller has failed to satisfy any of the conditions precedent within Seller's control described herein, Buyer shall have the

right, amongst all its other rights and remedies, to: (1) waive any such conditions, (2) extend the Closing Date for up to two periods of sixty (60) days each for additional due diligence, upon payment for each extension of Ten Thousand Dollars (\$10,000.00) into escrow as additional deposit(s) ("Additional Deposits"), which shall be credited to the Purchase Price at Closing, (3) commence an action against Seller for specific performance, or (4) terminate the Purchase Agreement and receive reimbursement for all out-of-pocket costs, including refund of the Deposit, incurred by Buyer in connection with this proposed transaction. Buyer may terminate this Agreement by notifying Seller and Escrow Holder in writing on or before 5:00 p.m. (Pacific Time) on the last day of the Determination Period.

(ii) As a condition to closing, Seller shall ensure that the Title Company shall issue an ALTA Owner's Policy of Title Insurance, which shall provide full coverage against mechanics' or materialmen's liens arising out of the construction, repair or alteration of the Property and all portions or improvements thereon or thereof, and which shall contain such special endorsements as Buyer may reasonably require, the premium for which shall be paid by Seller at its sole cost and expense.

(iii) Buyer shall advise Seller, no later than 5:00 pm on the 180th day following the Effective Date, what exceptions to title, if any, will be accepted by Buyer. Seller shall have fourteen (14) days after receipt of Buyer's objections to give Buyer notice: (1) that Seller will remove any objectionable exceptions from title and provide Buyer with evidence satisfactory to Buyer of such removal, or provide Buyer with evidence satisfactory to Buyer that said exceptions will be removed on or before the Closing; or (2) that Seller elects not to cause such exceptions to be removed. If Seller gives Buyer notice under clause (2) above, Buyer shall have fourteen (14) days from Seller's notice to proceed with the purchase and take the Property subject to such exceptions, or to terminate this Agreement. If Buyer shall fail to give Seller notice of its election within said 14 days, Buyer shall be deemed to have elected to terminate this Agreement.

(b) Seller shall cooperate with Buyer in Buyer's investigation of the Property and within ten (10) days after execution of this Agreement, Seller shall provide Buyer, at no cost to Buyer, with copies of three (3) years of accurate, true financial records regarding the operation of the Property, all maps, plans, reports, permits (including, without limitation, use permits, building permits, utility permits and occupancy permits), studies, tests, inspections, surveys, applications, construction drawings, as-built plans, agreements, contracts, leases, licenses, occupancy agreements, and any other agreements giving right to use, possess, or maintain any portion or aspect of the Property, environmental, engineering, soils and other reports, information, documents and correspondence related to the Property in Seller's possession or control. Throughout the term of this Agreement, Buyer will have access to all of Seller's records related to the Property.

(c) Property Disclosure Report. Buyer and Seller acknowledge that, pursuant to California Civil Code Section 1103, Seller is required to disclose if the Property lies within the following natural hazard areas or zones: (i) a special flood hazard area designated by the Federal Emergency Management Agency (California Civil Code Section 1103(c)(1)); (ii) an area of potential flooding (California Government Code Section 8589.5); (iii) a very high fire hazard severity zone (California Government Code Section 51178); (iv) a wild land area that may contain substantial forest fire risks and hazards (Public Resources Code Section 4125); (v) earthquake fault zone (Public Resources Code Section 2622); or (vi) a seismic hazard zone (Public Resources Code Section 2696) (sometimes all of the preceding are herein collectively called the "**Natural Hazard Matters**"). Accordingly, Seller shall provide Buyer with a natural hazard disclosure report (the "**Natural Hazard Disclosure**") prepared by a professional consulting firm (the "**Natural Hazard Expert**") relating to the Property no later than ten (10) days after the Effective Date. Buyer expressly acknowledges and agrees that (a) the Natural Hazard Disclosure prepared by the Natural Hazard Expert will fully and completely discharge Seller from its disclosure obligations referred to herein, if and to the extent any such obligations exist, (b) for the

purpose of this Agreement, the provisions of Civil Code section 1103.4 regarding non-liability of Seller for errors or omissions not within its personal knowledge shall be deemed to apply, and (c) the Natural Hazard Expert shall be deemed to be an expert, dealing with matters within the scope of its expertise with respect to the examination and written report regarding the natural hazards referred to above. Buyer agrees to provide Seller with a written acknowledgment of its receipt of the Natural Hazard Disclosure.

(d) Buyer, its employees, agents, consultants and independent contractors shall have complete physical access to the Property during Seller's business hours and may, from time to time prior to Close of Escrow, enter upon the Property to inspect, survey and test the conditions present on the Property and/or for purposes of designing Buyer's planned improvements (if any). Buyer's right to enter the Property for inspection shall include, without limitation, the right to conduct soil borings and other invasive testing. Buyer shall fully protect, defend, hold harmless and indemnify Seller and their partners, officers, shareholders, employees, agents, consultants, contractors and representatives, and the Property, from any and all claims, liabilities, damages, costs, injuries, liens (including but not limited to mechanic's, materialman's, contractor's and similar liens), actions or judgments of any kind or nature (including, without limitation, attorneys' fees, expert fees, and litigation costs and expenses) arising out of or resulting in any way from any such entry onto the Property or the acts and omissions of Buyer, its agents, employees, consultants or independent contractors, provided, however, that in no event shall this sentence apply to any claims, liabilities, damages, costs, injuries, liens, actions or judgments of any kind or nature, attorney's fees, expert fees or litigation costs or expenses arising from or in connection with any adverse condition, defect, or other matter discovered on or with respect to the Property as a result of such inspections, surveys, tests, soil borings, invasive testing or other such investigations. For each and every entry onto the Property Buyer shall exercise its due diligence in a manner so as to not interfere with or disrupt the operations being conducted on the Property. For each and every entry on the Property, Buyer shall notify Seller a reasonable period of time in advance of Buyer's anticipated entry onto the Property and coordinate all access in such a manner as to not interfere with or disrupt the operations of Seller. Seller reserves the right to reasonably deny access at any time to the Property. Notwithstanding the above, to the extent that Buyer's entry includes any portion of the Property that is leased to a Tenant of Seller, Buyer shall first notify Seller so that Seller may obtain prior permission to enter from said tenant. Further, notwithstanding the above, no entry by Buyer shall interfere with any tenant's use of the Property.

(e) Prior to any entry on the Property, Buyer shall secure and maintain, at Buyer's sole cost, the following policies of insurance on which Buyer shall be a "Named Insured" and which shall include coverage for Buyer, its employees', agents' consultants', contractors', and subcontractors' activities on or in any way relating to the Property: (i) Broad Form Comprehensive or Commercial liability insurance, including broad form contractual, contingent liability and completed operations liability coverages, with limits of not less than One Million Dollars (\$1,000,000) per occurrence for bodily injury, personal injury and property damage, and with Two Million Dollars (\$2,000,000) general aggregate; (ii) Comprehensive automobile liability insurance, including coverage for owned, non-owned and hired vehicles, with limits of not less than Five Hundred Thousand Dollars (\$500,000) for property damage for any one accident or occurrence; and (iii) Worker's Compensation in accordance with the provisions of the current law of California. The policy of insurance described in clause (i) above shall name Seller as an "Additional Insured" party. Certificates of insurance evidencing the insurance policies and insurance coverages described in this Section, along with the required Additional Insured endorsement, shall be delivered to Seller prior to any entry by Buyer or any of its employees, agents, consultants or contractors on the Property. Notwithstanding anything stated to the contrary contained in this Section, Buyer shall have the right to self-insure against any risks and liabilities referred to in this Section and thereby satisfy the provisions of this Section.

(f) Within ten (10) business days after the Effective Date, Seller shall cause to be delivered to Buyer (i) a copy of all surveys of the Property in Seller's possession or control, if any,

and (ii) a current preliminary title report for the Property along with copies of all documents referred to in exceptions to coverage, and Escrow Holder shall subsequently furnish to Buyer and Seller all supplemental title reports and related documents as the same become available (collectively, the "PTR"). Buyer shall have the right until the end of the Determination Period, and if any supplemental title reports are issued by Escrow Holder, then for ten (10) business days after its receipt of any supplemental title report and copies of any additional related documents, to notify Seller and Escrow Holder what exceptions to title shown thereon, if any, are unacceptable to Buyer ("Disapproved Exceptions"). In the event Buyer shall give notice of any Disapproved Exception, Seller shall have five (5) business days after receipt of such notice to notify Buyer and Escrow Holder either (1) that Seller will cure such Disapproved Exception and will provide Buyer with evidence reasonably satisfactory to Buyer that such Disapproved Exception has been cured on or before the Closing Date; or (2) that Seller will not cure such Disapproved Exception. Seller's failure to give such notice with respect to a Disapproved Exception shall conclusively constitute an election not to cure such Disapproved Exception; provided, however, that Seller shall cure any Disapproved Exception which is a monetary lien or deed of trust encumbering the Property and any delinquent property taxes or assessments. Seller shall keep the Property free and clear of all monetary liens and encumbrances not reflected in the PTR, except for current real property taxes. In the event Seller elects or is deemed to elect not to cure any Disapproved Exception, Buyer shall have the option at any time within five (5) business days after receipt of notice of such election or deemed election to terminate this Agreement by notice to Seller and Escrow Holder to that effect, in which case Buyer shall receive a refund of any deposits made by Buyer. In the event Seller elects to cure any Disapproved Exception but is unable, despite Seller's commercially reasonable efforts, to do so by the Closing Date, Buyer may (i) terminate this Agreement and receive a full refund of any deposits made by Buyer, or (ii) elect to waive its objection to the Disapproved Exception and proceed to close escrow.

(g) All of Seller's Representations and Warranties contained in or made pursuant to this Agreement shall have been true and correct when made and shall be true and correct as of the Closing Date.

(h) The physical condition of the Property shall be substantially the same on the day of Closing as on the Effective Date, reasonable wear and tear and loss by casualty excepted, and, as of the day of Closing, there shall be no litigation or administrative agency or other governmental proceeding of any kind whatsoever, pending or threatened, which after Closing, would, in Buyer's sole discretion, materially adversely affect the value of the Property or the ability of Buyer to operate the Property in the manner it is currently being operated, and no proceedings shall be pending or threatened which could or would cause the change, redesignation or other modification of the zoning classification of, or of any building or environmental code requirements applicable to, the Property, or any portion thereof.

(i) From the Effective Date until the Closing or earlier termination of this Agreement, Seller shall operate, manage and maintain the Property in a manner generally consistent with the manner in which Seller has operated, managed and maintained the Property prior to the date hereof. Notwithstanding the foregoing, from and after the date of this Agreement is fully executed, Seller shall not: (a) cause nor voluntarily permit, any new lien, encumbrance or any other matter to cause the condition of title to be changed, without Buyer's prior written consent in Buyer's sole discretion, other than liens or other assessments, bonds, or special district liens including without limitation, Community Facility Districts, that arise by reason of any local, City, municipal or County project or special district; (b) enter into any agreements with any governmental agency, utility company or any person or entity regarding the Property, which would remain in effect after the Closing (other than to implement any matter described in (a) above), without obtaining Buyer's prior written consent in Buyer's sole discretion; or (c) amend any existing licenses, agreements or leases, or enter into any new licenses, agreements or leases, that would give any person or entity any right of possession or other interest to any portion of the Property or which would remain in effect after the Closing.

(j) Completion of all General Plan and any other land use requirements, including satisfaction of California Government Code Section 65402 (General Plan Consistency) process, as determined to be necessary or advisable by Buyer. Completion may occur after the Determination Period, but notwithstanding shall remain a condition precedent to the Property Purchase Agreement and any close of the transaction and escrow.

(k) Completion of all environmental analysis by Buyer, including in compliance with the California Environmental Quality Act of 1970, as determined to be necessary or advisable by Buyer. Completion may occur after the Determination Period, but notwithstanding shall remain a condition precedent to the Property Purchase Agreement and any close of the transaction and escrow. Buyer explicitly conditions any future use of the Property on completion of environmental review for that use under the California Environmental Quality Act and hereby designates the Property for CEQA review pursuant to 14 CCR 15004(b)(2)(A).

(l) Decision of the Sonoma County Board of Supervisors to consummate the acquisition of the Property on the terms and conditions set forth in this Agreement, which may or may not be granted, in the Board's sole discretion. Board consideration and decision in whether to approve the acquisition may occur after the Determination Period, but notwithstanding shall remain a condition precedent to the Property Purchase Agreement and any close of the transaction and escrow.

The foregoing conditions contained in items (a) through (l) are intended solely for the benefit of Buyer. If any of the foregoing conditions are not satisfied, Buyer shall have the right at its sole election either to waive the condition in question and proceed with the purchase or, in the alternative, terminate this Agreement and obtain refund of the Deposit, and if applicable, the Additional Deposit(s) plus accrued interest thereon. In the event Buyer elects to terminate this Agreement neither Party shall have any further rights or obligations under this Agreement.

5. Closing and Escrow.

(a) Upon execution of this Agreement, the Parties hereto shall deposit an executed counterpart of this Agreement with Escrow Holder and this instrument shall serve as the instructions to Escrow Holder as the escrow holder for consummation of the purchase and sale contemplated hereby. Escrow Holder shall execute the Joinder by Title Company attached hereto, acknowledging receipt of the fully-executed Agreement and escrow instructions pursuant to this Agreement. Seller and Buyer agree to execute such additional and supplementary escrow instructions as may be appropriate to enable the escrow holder to comply with the terms of this Agreement; provided, however, that in the event of any conflict between the provisions of this Agreement and any supplementary escrow instructions, the terms of this Agreement shall control.

(b) The Closing hereunder shall be held and delivery of all items to be made at the Closing under the terms of this Agreement, shall be made at the offices of **First American Title, in c/o Emily Mossi, Escrow Officer, 627 College Avenue, Santa Rosa, California 95404** (the "Escrow Holder"), as soon as practicable after all of Buyer's conditions to closing pursuant to Section 4 are satisfied; or such other date prior thereto as Buyer and Seller may mutually agree in writing (the "Closing Date"). Such date may not be extended without the prior written approval of both Seller and Buyer, except as otherwise expressly provided in this Agreement. In the event the Closing does not occur on or before the Closing Date or pursuant to Section 4, the Escrow Holder shall, unless it is notified by both Parties to the contrary within ten (10) days after the Closing Date, return to the depositor thereof items which may have been deposited hereunder. Any such return shall not, however, relieve either Party hereto of any liability it may have for its wrongful failure to close.

(c) At or before the Closing, Seller and Buyer shall deliver to the Escrow Holder the

following:

- (i) A duly executed and acknowledged grant deed conveying to the Buyer the Property and all rights, privileges and easements appurtenant thereto as required by Paragraph 3 above;
- (ii) Originals or copies of building permits and certificates of occupancy, if any, for the Improvements and all occupied space included within the Improvements;
- (iii) Prohibited Persons and Transactions. An affidavit pursuant to Section 1445(b)(2) of the Internal Revenue Code and substantially in the form attached hereto as **Exhibit B** and on which Buyer is entitled to rely, that Seller is not a “foreign person” within the meaning of Section 1445(f)(3) of the Internal Revenue Code, and certifying to the effect that neither Seller nor any of its affiliates, nor any of its respective partners, members, shareholders or other equity owners, and none of its respective employees, officers, directors, representatives or agents is, nor will they become, a person or entity with whom United States persons or entities are restricted from doing business under regulations of the Office of Foreign Asset Control (“OFAC”) of the Department of the Treasury (including those named on OFAC’s Specially Designated and Blocked Persons List) or under any statute, executive order (including the September 24, 2001, Executive Order Blocking Property and Prohibiting Transactions with Persons Who Commit, Threaten to Commit, or Support Terrorism), or other governmental action and is not and will not engage in any dealings or transactions or be otherwise associated with such persons or entities;
- (iv) All materials from Seller related and necessary to the Property Disclosure reports, in accordance with Section 4 above;
- (v) All required withholding forms and certifications as required by federal and state law, in form to Escrow Holder’s satisfaction;
- (vi) Such resolutions, authorizations, bylaws or other corporate and/or partnership documents or agreements or trusts, certification of trust, power of attorney or other documents of significance relating to Seller and its partners, shareholders, spouses, beneficiaries, etc., as shall be reasonably required in connection with this transaction.
- (vii) Closing statement in form and content satisfactory to Buyer and Seller.
- (viii) Any other documents, instruments, records, correspondence or agreements called for hereunder which have not previously been delivered.

Buyer may waive compliance on Seller’s part under any of the foregoing items by an instrument in writing.

- (ix) 1031 Exchanges. Seller and Buyer acknowledge and agree that the purchase and sale of the Property may be part of a tax-free exchange under Section 1031 of the Code (“**Exchange**”), for either Buyer or Seller. Each party hereby agrees to take all reasonable steps on or before the Closing Date to facilitate such Exchange if requested by the other party, provided that (a) no party making such accommodation shall be required

to acquire any substitute property, (b) such Exchange shall not affect the representations, warranties, liabilities and obligations of the parties to each other under this Agreement, (c) no party making such accommodation shall incur any additional cost, expense or liability in connection with such Exchange (other than expenses of reviewing and executing documents required in connection with such Exchange), and (d) no dates in this Agreement will be extended as a result thereof. Notwithstanding anything to the contrary contained in the foregoing, if Seller so elects to close the transfer of the Property as an Exchange, then (i) Seller, at its sole option, may delegate its obligations to transfer the Property under this Agreement, and may assign its rights to receive the Purchase Price from Buyer, to a deferred exchange intermediary (an **"Intermediary"**) or to an exchange accommodation titleholder, as the case may be; (ii) such delegation and assignment shall in no way reduce, modify or otherwise affect the obligations of Seller pursuant to this Agreement; (iii) Seller shall remain fully liable for its obligations under this Agreement as if such delegation and assignment shall not have taken place; (iv) Intermediary or exchange accommodation titleholder, as the case may be, shall have no liability to Buyer; (v) the closing of the transfer of the Property to Buyer shall be undertaken by direct deed from Seller (or, if applicable, from other affiliates of Seller whom Seller will cause to execute such deeds) to Buyer or to exchange accommodation titleholder, as the case may be; and (vi) Seller shall indemnify, protect, defend and hold harmless Buyer from and against any and all liability arising from and out of such Exchange by Seller. Notwithstanding anything to the contrary contained in the foregoing, if Buyer so elects to close the acquisition of the Property as an Exchange , then (A) Buyer, at its sole option, may delegate its obligations to acquire the Property under this Agreement, and may assign its rights to receive the Property from Seller, to an Intermediary or to an exchange accommodation titleholder, as the case may be; (B) such delegation and assignment shall in no way reduce, modify or otherwise affect the obligations of Buyer pursuant to this Agreement; (C) Buyer shall remain fully liable for its obligations under this Agreement as if such delegation and assignment shall not have taken place; (D) Intermediary or exchange accommodation titleholder, as the case may be, shall have no liability to Seller; (E) the closing of the acquisition of the Property by Buyer or the exchange accommodation titleholder, as the case may be, shall be undertaken by direct deed from Seller (or, if applicable, from other affiliates of Seller whom Seller will cause to execute such deeds) to Buyer or to exchange accommodation titleholder, as the case may be; and (F) Buyer shall indemnify, protect, defend and hold harmless Seller from and against any and all liability arising from and out of such Exchange by Buyer. No party participating in an Exchange transaction pursuant to this Section shall make any representation or warranty to the other party concerning the tax treatment of such transaction.

(d) Seller and Buyer shall each deposit such other instruments as are reasonably required by the Escrow Holder or otherwise required to close the escrow and consummate the purchase of the Property in accordance with the terms hereof, including, without limitation, an agreement (the "Designation Agreement") designating Escrow Holder as the "Reporting Person" for the transaction pursuant to 26 U.S.C. Section 6045(e) and the regulations promulgated thereunder, and executed by Seller, Buyer and Escrow Holder. The Designation Agreement shall be substantially in the form attached hereto as **Exhibit C** and, in any event, shall comply with the requirements of 26 U.S.C. Section 6045(e) and the

regulations promulgated thereunder.

(e) Real property taxes, water, sewer and utility charges, annual permits and/or inspection fees (calculated on the basis of the period covered), and other expenses normal to the operation and maintenance of the Property shall be prorated as of 12:01 a.m. on the date the grant deed is recorded, on the basis of a 365-day year. Seller and Buyer hereby agree that if any of the aforesaid prorations cannot be calculated accurately on the Closing Date, then the same shall be calculated within thirty (30) days after the Closing Date and either Party owing the other Party a sum of money based on such subsequent proration(s) shall promptly pay said sum to the other Party, together with interest thereon at the rate of eight percent (8%) per annum from the Closing Date to the date of payment if payment is not made within ten (10) days after delivery of a bill therefor.

(f) Seller shall pay the full amount of any assessments or bonds on the Property. Buyer shall pay the premium for the ALTA extended policy of title insurance. Seller shall pay the cost of any transfer taxes applicable to the sale, escrow fees, recording fees, and all other costs and charges of the escrow for the sale. Seller shall pay all sales commissions at close of escrow.

6. Representations and Warranties of Seller. Subject to paragraph 6(n), Seller hereby represents and warrants to Buyer, to the best of Seller's knowledge (as such term is defined below), as follows:

- (a) There are now, and at the time of Closing will be, no material physical or mechanical defects of the Property, or any portion thereof, including without limitation, the water, sewer, gas and electrical infrastructure systems and all such items are in good operating condition and repair and in compliance with all applicable governmental laws or regulations.
- (b) The use and operation of the Property now are, and at the time of Closing will be, in full compliance with applicable building codes, zoning and land use laws, and other applicable local, state and federal laws and regulations.
- (c) The survey, mechanical and structural plans and specifications, soil reports, leases, certificates of occupancy, warranties, operating statements, expense reports, permits, warranties, disclosures, and all other books and records relating to the Property and all other contracts or documents delivered to Buyer pursuant to this Agreement or in connection with the execution hereof are and at the time of Closing will be true and correct copies, and are and at the time of Closing will be in full force and effect, without default by (or notice of default to) any Party.
- (d) Except as disclosed to Buyer in writing, Seller does not have knowledge of any condemnation, environmental, zoning or other land-use regulation proceedings, either instituted or planned to be instituted, which would detrimentally affect the value, use, or operation of the Property, nor has Seller received notice of any special assessment proceedings affecting the Property.
- (e) All water, sewer, gas, electric, telephone, and drainage facilities and all other utilities required by law or by the normal use and operation of the Property are and at the time of Closing will be installed to the main point of entry (i.e. MPOE) on the Real Property for each such utility, are and at the time of Closing will be all connected pursuant to valid permits.
- (f) Seller has obtained all licenses, permits, easements and rights of way, including proof of dedication, required from all governmental authorities having jurisdiction

over the Property or from private parties for the normal use and operation of the Property.

- (g) There is no litigation pending or, after due and diligent inquiry, threatened, against Seller or any basis therefor that arises out of the ownership of the Property or that might detrimentally affect the use or operation of the Property or the value of the Property or adversely affect the ability of Seller to perform its obligations under this Agreement, including without limitation any proceeding or inquiry underway or threatened by any individual, entity or government authority with respect to the presence of any Hazardous Material (as defined below) on the Property or the migration thereof from or to adjacent property.
- (h) Sellers represent and warrant that they have all necessary authority to sell and convey the Property and that this Agreement and all documents executed by Seller which are to be delivered to Buyer at the Closing are or at the time of Closing will be duly authorized, executed, and delivered by Seller, are or at the time of Closing will be legal, valid, and binding obligations of Seller, are and at the time of Closing will be sufficient to convey title (if they purport to do so), and do not and at the time of Closing will not violate any provisions of any agreement or judicial order to which Seller is a Party or to which Seller or the Property is subject.
- (i) At the time of Closing there will be no outstanding contracts made by Seller for any improvements to the Property which have not been fully paid for and Seller shall cause to be discharged all mechanics' or materialmen's liens arising from any labor or materials furnished to the Property prior to the time of Closing.
- (j) Seller knows of no facts nor has Seller failed to disclose any fact which would prevent Buyer from using and operating the Property after Closing in the normal manner in which similar properties in the area are operated.
- (k) Seller is not a "foreign person" within the meaning of Section 1445(f)(3) of the Internal Revenue Code.
- (l) The Property is not in violation of any federal, state, local or administrative agency ordinance, law, rule, regulation, order or requirement relating to environmental conditions or Hazardous Material ("Environmental Laws"). Neither Seller, nor to the best of Seller's knowledge any third party, has used, manufactured, generated, treated, stored, disposed of, or released any Hazardous Material on, under or about the Property or real estate in the vicinity of the Property or transported any Hazardous Material over the Property. Neither Seller, nor to the best of Seller's knowledge any third party has installed, used or removed any storage tank on, from or in connection with the Property, and to the best of Seller's knowledge there are no storage tanks or wells (whether existing abandoned or closed) located on, under or about the Property. To the best of Seller's knowledge, the Property does not consist of, contain, hold, cover or otherwise conceal any building materials that contain Hazardous Material. For the purposes hereof, "Hazardous Material" shall mean any substance, chemical, waste or other material which is listed, defined or otherwise identified as "hazardous" or "toxic" under any federal, state, local or administrative agency ordinance or law or any material that because of its quantity, concentration, or physical or chemical characteristics, poses a significant, present or potential hazard to human health or safety or to the environment if released into the environment, or any regulation, order, rule or requirement adopted thereunder, as well as any formaldehyde, urea, polychlorinated biphenyls, petroleum, petroleum product

or by-product, crude oil, natural gas, natural gas liquids, liquefied natural gas, or synthetic gas usable for fuel or mixture thereof, radon, asbestos, volatile organic compound, and "source," "special nuclear" and "by-product" material as defined in the Atomic Energy Act of 1985, 42 U.S.C. §§ 3011 et seq.

(m) As of the Closing Date, there shall be no tenants or occupants with a right to possession of any portion of the Property.

(n) As used in the foregoing representations and warranties of Seller, a fact or matter is "known" by Seller or within Seller's "knowledge" or within "the best of Seller's knowledge" if (1) Seller has actual knowledge of the fact or matter, or (2) Such matters that Seller should have known about after ordinary and standard due diligence as to any conditions, information, records, or property management facts or circumstances occurring during its ownership of the Property.

Subject to the limitations set forth in this subparagraph (n), Seller's representations and warranties shall survive beyond the delivery of the grant deed and transfer of title.

7. Representations and Warranties of Buyer. Buyer hereby represents and warrants to Seller as of the Closing Date as follows:

(a) Buyer is a political subdivision of the State of California;

(b) This Agreement and all documents executed by Buyer which are to be delivered to Seller at the Closing are or at the time of Closing will be duly authorized, executed, and delivered by Buyer, and are or at the Closing will be legal, valid, and binding obligations of Buyer, and do not and at the time of Closing will not violate any provisions of any agreement or judicial order to which Buyer is a party or to which it is subject.

(c) There is no action, proceeding, or claim pending, or, to Buyer's knowledge, threatened, against Buyer that would affect Buyer's ability to consummate the transactions contemplated by this Agreement.

(d) The above Buyer's representations and warranties shall survive beyond the delivery of the grant deed and transfer of title. Buyer, nor any Buyer employee, officer, or agent or anyone on Buyer's behalf, makes no other representations or warranties, whether oral or in writing, express or implied.

8. Indemnification. Each Party hereby agrees to indemnify the other Party and hold it harmless from and against any and all claims, demands, liabilities, costs, expenses, penalties, damages and losses, including, without limitation, reasonable attorneys' fees, resulting from any misrepresentation or breach of warranty or breach of covenant made by such Party in this Agreement or in any document, certificate, or exhibit given or delivered to the other pursuant to or in connection with this Agreement. The indemnification provisions of this Section 8 shall survive beyond the delivery of the grant deed and transfer of title, or, if title is not transferred pursuant to this Agreement, beyond any termination of this Agreement.

9. Loss by Fire or Other Casualty; Condemnation. In the event that, prior to Closing, the Property, or any part thereof, is destroyed or materially damaged, or if condemnation proceedings are commenced against the Property, Buyer shall have the right, exercisable by giving notice of such decision to Seller within fifteen (15) business days after receiving written notice of such damage, destruction or condemnation proceedings, to terminate this Agreement, in which case, except as provided in Section 8, neither Party shall have any further rights or obligations hereunder and the Deposit plus accrued interest thereon shall be refunded to Buyer. If Buyer elects to accept the Property in its then condition, all proceeds of insurance or condemnation awards payable to Seller by reason of such damage, destruction or condemnation shall be paid

or assigned to Buyer. In the event of non-material damage to the Property, which damage Seller is unwilling to repair or replace, Buyer shall have the right, exercisable by giving notice within fifteen (15) business days after receiving written notice of such damage, either (a) to terminate this Agreement as hereinabove in this Section provided, or (b) to accept the Property in its then condition and proceed with the purchase, in which case Buyer shall be entitled to a reasonable reduction of the Purchase Price to the extent of the cost of repairing or replacing such damage. For purposes of any repairs or replacements under this Section, the Closing Date may be extended, at Buyer's election, for a reasonable time to allow such repairs or replacements to be made.

10. Possession. Possession of the Property shall be delivered to Buyer on the Closing Date. In addition, Seller shall afford authorized representatives of Buyer reasonable access to the Property for the purposes of satisfying Buyer with respect to the representations, warranties, and covenants of Seller contained herein and with respect to satisfaction of any conditions precedent to the Closing contained herein.

11. Maintenance of the Property. Between the Seller's execution of this Agreement and the Closing, Seller shall maintain the Property in good order, condition and repair, reasonable wear and tear excepted, shall perform all work required to be done by the landlord or licensor under the terms of any lease or license affecting the Property, and shall make all repairs, maintenance and replacements and otherwise operate the Property in the same manner as before the making of this Agreement, the same as though Seller were retaining the Property.

12. Defaults and Remedies.

12.1 Default Remedies - General. Subject to the extensions of time for Force Majeure Delay or Loss by Fire or Other Casualty, as set forth in Section 9, failure by Seller or Buyer to perform any action or covenant required by this Agreement within the time periods provided herein following Notice and failure to cure as described hereafter, constitutes a "Default" under this Agreement. A Party claiming a Default shall provide a written Notice of default to the other Party specifying the default complained of (each, a "Breach Notice"). The claimant shall not institute any proceeding against any other Party and the other Party shall not be in default if such Party cures the default within thirty (30) days from receipt of such Breach Notice, or in the case of non-monetary defaults which cannot reasonably be cured within such 30-day period, the Party who has failed to perform commences to cure, correct or remedy such failure or delay and completes such cure, correction or remedy with diligence and in any event within sixty (60) days of the Breach Notice.

12.2 Institution of Legal Actions. Subject to the limitations set forth in this Agreement, upon the occurrence of a Default which has not been timely cured, the non-defaulting Party shall have the right, at its discretion, to terminate this Agreement and/or institute any action at law or in equity, including to cure, correct, prevent or remedy the Default, or to obtain any other remedy consistent with the purpose of this Agreement. Such legal actions must be instituted in the Superior Court of the County of Sonoma, State of California, or in the Federal District Court for the Northern District of the State of California.

12.3 Termination. In addition to the other rights of termination expressly stated in this Agreement, this Agreement may be terminated: (i) if there is an uncured Default, after Notice from the party not in default and expiration of all cure periods, or (ii) if there is a failure of an express Condition Precedent (which is not waived by the Party whom the condition benefits).

12.4 Rights and Remedies Are Cumulative. Except as specified otherwise in this Agreement, the rights and remedies of the Parties are cumulative, and the exercise by either Party of one or more of such rights or remedies shall not preclude the exercise by it, at the same

or different times, of any other rights or remedies for the same Default or any other Default by the other Party, except as otherwise expressly provided herein.

12.5 Inaction Not a Waiver of Default. Except as specified otherwise in the Agreement, any failures or delays by either Party in asserting any of its rights and remedies as to any Default shall not operate as a waiver of any Default or of any such rights or remedies, or deprive either such Party of its right to institute and maintain any actions or proceedings which it may deem necessary to protect, assert or enforce any such rights or remedies.

12.6 Remedies for Breach. Upon any default under this Agreement by Seller, Buyer may seek specific performance of the terms hereof, and may enjoin acts that may be in violation of this Agreement. Upon any default under this Agreement by Buyer, Seller shall be entitled to release of Buyer's \$50,000 deposit, provided the Determination Period has expired and the Board of Supervisors has already provided final approval to consummate said purchase. Failure by Buyer or Seller to enforce any provision contained herein shall not be deemed a waiver of the right to do so as to any continuing, subsequent, or other violation. This Section is not intended to limit Buyer's or Seller's ability to exercise any applicable remedy available to Buyer or Seller pursuant to this Agreement or available in law or equity. All remedies available to Buyer or Seller shall be cumulative and not exclusive.

13. Miscellaneous

- (a) Method of Delivery. Notice shall be sufficiently given for all purposes as follows:
- i. When personally delivered to the recipient, notice is effective on delivery;
 - ii. When mailed first class to the last address of the recipient known to the Party giving notice, notice is effective on delivery;
 - iii. When mailed by certified mail with return receipt requested, notice is effective two (2) days following mailing.
 - iv. When delivered by overnight delivery with charges prepaid or charged to the sender's account, notice is effective on delivery.
 - v. When sent by electronic mail to the last electronic mail address of the recipient known to the party giving notice, notice is effective on receipt upon the sender's receipt of confirmation generated by the recipient's email system that the notice has been received by the recipient's email system, unless the sender receives a delivery failure notification, indicating that the electronic mail has not been delivered to the recipient. Subject to the foregoing requirements, any notice given by electronic shall be considered to have been received on the next business day if it is received after 5 p.m. (recipient's time) or on a non-business day.
- (b) Refused, Unclaimed, or Undeliverable Notices. Any correctly addressed notice that is delivered pursuant to Section 13(a) (i) or (iv) is refused, unclaimed, or undeliverable because of an act or omission of the Party to be notified shall be considered to be effective as of the first date that the notice was refused, unclaimed, or considered undeliverable by the postal authorities, messenger, or overnight delivery service.
- (c) Addresses for purposes of giving notice are set forth below:

Seller: Primavera Nueva, Inc.
Karen Waikiki, President
17070 Sonoma Hwy
Sonoma, CA 95476
P.O. Box 396

Boyes Hot Springs, CA 95416
karenannwaikiki@gmail.com

Buyer: COUNTY OF SONOMA
Public Infrastructure
Attn: Director
2300 County Center Drive Suite A200
Santa Rosa, CA 95403

or such other address as either Party may from time to time specify in writing to the other.

- (d) Brokers and Finders. Neither Party has had any contact or dealings regarding the Property, or any communication in connection with the subject matter of this transaction, through any licensed real estate broker or other person who can claim a right to a commission or finder's fee as a procuring cause of the sale contemplated herein. In the event that any other broker or finder perfects a claim for a commission or finder's fee based upon any such contract, dealings or communication, the Party through whom the broker or finder makes his claim shall be responsible for said commission or fee and all costs and expenses (including reasonable attorneys' fees) incurred by the other Party in defending against the same. The provisions of this Section shall survive the Closing.
- (e) Successors and Assigns. This Agreement shall be binding upon, and inure to the benefit of, the Parties hereto and their respective successors, heirs, administrators and assigns.
- (f) Amendments. Except as otherwise provided herein, this Agreement may be amended or modified only by a written instrument executed by Seller and Buyer.
- (g) Continuation and Survival of Representations and Warranties. All representations and warranties by the respective Parties contained herein or made in writing pursuant to this Agreement are intended to and shall remain true and correct as of the time of Closing, shall be deemed to be material, and shall survive the execution and delivery of this Agreement and the delivery of the deed and transfer of title. All statements contained in any certificate or other instrument delivered at any time by or on behalf of Seller in conjunction with the transaction contemplated hereby shall constitute representations and warranties hereunder.
- (h) Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of California.
- (i) Merger of Prior Agreements. This Agreement and the exhibits hereto constitute the entire agreement between the Parties with respect to the purchase and sale of the Property and supersedes all prior agreements and understandings between the Parties hereto relating to the subject matter hereof.
- (j) Time of the Essence. Time is of the essence of this Agreement.
- (k) Headings. The headings used herein are for the purposes of convenience only and should not be used in construing the provisions hereof.
- (l) Partial Invalidity. If any term, covenant or condition of this Agreement or its

application to any person or circumstances will held to be invalid or unenforceable, the remainder of this Agreement or the application of such term or provisions to other persons or circumstances will not be affected.

- (m) No Waiver. No consent or waiver by either Party to or of any breach or any representation, covenant or warranty will be construed as a consent to or waiver of any other breach of the same or any other representation, covenant, or warranty.
- (n) Interpretation. All Parties have been represented by counsel in the preparation and negotiation of this Agreement, and this Agreement will be construed according to the fair meaning of its language. The rule of construction to the effect that ambiguities are to be resolved against the drafting Party will not be employed in interpreting this Agreement.

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

“SELLER”: Primavera Nueva, Inc., a California corporation

By: _____
Karen Waikiki
Its: President

By: _____

“BUYER” COUNTY OF SONOMA, a political subdivision of the State of California

By: _____
Johannes Hoevertsz, Director
Public Infrastructure Department

The Public Infrastructure Director is authorized to execute this Property Purchase Agreement, pursuant to Sonoma County Board of Supervisors’ action dated _____, 202__.

APPROVED AS TO FORM FOR BUYER:

Deputy County Counsel

REFERRED FOR APPROVAL:

Real Estate Manager
Public Infrastructure Department

Exhibit A

LEGAL DESCRIPTION

Exhibit B

**CERTIFICATE OF NON-FOREIGN STATUS
(FIRPTA AFFIDAVIT)**

Exhibit C

DESIGNATION AGREEMENT (Escrow No. _____)

This DESIGNATION AGREEMENT (the "Agreement") is entered into by and between PRIMAVERA NUEVA, INC., A CALIFORNIA CORPORATION ("Seller"), the COUNTY OF SONOMA, a political subdivision of the State of California ("Buyer") and First American Title Company, a California corporation ("Escrow Holder").

I. RECITALS

- A. Pursuant to that certain Purchase Agreement entered into by and between Seller and Buyer, dated _____, 202__ (the "Purchase Agreement"), Seller has agreed to sell to Buyer, and Buyer has agreed to buy from Seller, that certain improved real property commonly known as 15 Boyes Blvd., Boyes Hot Springs, CA (APN 056-401-019) which consists of approximately 13,174 sq. ft. of commercially zoned vacant land ("Property"). The purchase and sale of the Property pursuant to the Purchase Agreement is sometimes referred to below as the "Transaction".
- B. Section 6045(e) of the United States Internal Revenue Code and the regulations promulgated thereunder (collectively, the "Reporting Requirements") require an information return to be made to the United States Internal Revenue Service, and a statement to be furnished to Seller, in connection with the Transaction.
- C. Pursuant to the Purchase Agreement, an escrow has been opened with Escrow Holder through which the Transaction will be or is being closed. Escrow Holder is either (i) the person responsible for closing the Transaction (as described in the Reporting Requirements) or (ii) the disbursing title or escrow company that is most significant in terms of gross proceeds disbursed in connection with the Transaction (as described in the Reporting Requirements).
- D. Seller, Buyer and Escrow Holder desire to designate Escrow Holder as the "Reporting Person" (as defined in the Reporting Requirements) with respect to the Transaction as permitted by Treas. Reg. §1.6045-4(e)(5).

II. AGREEMENT

NOW, THEREFORE, for good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, Seller, Buyer and Escrow Holder agree as follows:

- 1. Escrow Holder is hereby designated as the Reporting Person for the Transaction. Escrow Holder shall perform all duties that are required by the Reporting Requirements to be performed by the Reporting Person for the Transaction.
- 2. Escrow Holder hereby requests Seller to furnish to Escrow Holder Seller's correct taxpayer identification number. Pursuant to such request, Seller hereby certifies to Escrow Holder, under penalties of perjury that Seller's correct taxpayer identification number is _____. Seller acknowledges that any failure by Seller to provide Escrow Holder with Seller's correct taxpayer identification number may subject Seller to civil or criminal penalties imposed by law.

3. The names and addresses of the Parties hereto are as follows:

Seller: Primavera Nueva, Inc.
Karen Waikiki, President
17070 Sonoma Hwy
Sonoma, CA 95476
P.O. Box 396
Boyes Hot Springs, CA 95416
karenannwaikiki@gmail.com

Buyer: COUNTY OF SONOMA
Public Infrastructure
Attn: Public Infrastructure Director
2300 County Center Drive, Suite A200
Santa Rosa, California 95403

Title
Company: FIRST AMERICAN TITLE COMPANY
Attn: Emily Mossi, Escrow Officer
627 College Avenue
Santa Rosa, California 95404.

4. Each of the Parties hereto shall retain this Agreement for a period of four (4) years following the calendar year during which the date of closing of the Transaction occurs.

IN WITNESS WHEREOF, the Parties have entered into this Agreement.

SELLER: PRIMAVERA NUEVA, INC., A CALIFORNIA CORPORATION

By: _____

By: _____

BUYER: COUNTY OF SONOMA, a political subdivision of the State of California

By: _____

Johannes Hoevertsz, Director
Public Infrastructure

TITLE
COMPANY: FIRST AMERICAN TITLE COMPANY

By: _____

Escrow Officer

Exhibit D

FORM OF GRANT DEED

**RECORDING REQUESTED BY
COUNTY OF SONOMA**
.....

**WHEN RECORDED, RETURN TO:
COUNTY OF SONOMA
PUBLIC INFRASTRUCTURE
ATTN: Real Estate Manager
2300 County Center Drive, Suite A220
Santa Rosa, CA 95403**

**SPACE ABOVE THIS LINE IS FOR
RECORDER'S USE**

GRANT DEED	Record free per Gov. Code 6103. Requested by Sonoma County Public Infrastructure Department.
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Transfer Tax Exempt - CA Code RTC 11922

The undersigned Grantor(s), for valuable consideration received,
hereby **GRANT(S)** to **THE COUNTY OF SONOMA**, a political
subdivision of the State of California ("**Grantee**"),

All that real property situated in the County of Sonoma, State of California, described in
Exhibit A attached hereto and incorporated herein;

Together with all rights, privileges and easements appurtenant to the Real Property,
including, without limitation, all minerals, oil, gas and other hydrocarbon substances on and
under the Real Property, as well as all development rights, air rights, water, water rights and
water stock relating to the Real Property and any other easements, rights-of-way or
appurtenances used in connection with the beneficial use and enjoyment thereof.

Grantor(s)

Dated: _____

By: _____

Dated: _____

By: _____

CALIFORNIA 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 _____

County of _____

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

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

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

WITNESS my hand and official seal.

Signature

(Seal)

CALIFORNIA 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 _____

County of _____

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

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

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

WITNESS my hand and official seal.

Signature

(Seal)

CERTIFICATE OF ACCEPTANCE

This is to certify that the interest in real property conveyed by this Grant Deed dated _____, 202__, from _____

_____ (collectively, "Grantor"), to the County of Sonoma, a political subdivision of the State of California is hereby accepted by order of the Board of Supervisors of the County of Sonoma on _____, 202__, and Grantee consents to recordation thereof by its duly authorized officer.

Dated: _____, 202__

Johannes J. Hoevertsz, Director
Public Infrastructure Department

EXHIBIT "A"
Legal Description

JOINDER BY TITLE COMPANY

FIRST AMERICAN TITLE, referred to in this Agreement as the "Escrow Holder," hereby acknowledges that it received this Agreement executed by Seller and Buyer on _____, 202__, and accepts and agrees to perform each and all of the obligations of and instructions for the Escrow Holder as set forth herein.

DATE: _____, 202__

By: _____

Name: Emily Mossi

Title: Escrow Officer

Address:
627 College Avenue
Santa Rosa, CA 95404
Phone No. (707) 577-1126