

RED File No:
APN: 203-0090-017; 203-0100-059; 203-0171-018
Project: Highlands Estates WWTP
Contract No. 70000037

AGREEMENT FOR SALE OF REAL ESTATE

This Agreement is entered into effective this ____ day of _____, 20__
("Agreement Date"), by and between the **SACRAMENTO REGIONAL COUNTY
SANITATION DISTRICT**, a county sanitation district formed pursuant to and operating under
the authority of the County Sanitation District Act, commencing at Health and Safety Code section
4700, "Regional San" or "Seller," and
_____, a
_____, ("Buyer"), with reference to the following facts:

R E C I T A L S

A. Regional San is the owner of that certain real property situated at the terminus of
32nd Street, in the unincorporated community of Antelope, County of Sacramento, California
commonly described as 7732 32nd Street, Antelope, CA 95843 (APNs 203-0090-017; 203-0100-
059; 203-0171-018), more particularly described in Exhibit "A", which is attached hereto and
incorporated herein by reference ("Subject Property" or "Property").

B. On August 27, 2014, the Board of Directors of Regional San ("Board") adopted
Resolution No. SR-2739, which declared the Subject Property as surplus to Regional San needs
and authorized Regional San to sell the Subject Property.

C. Buyer affirms that they have conducted their Due Diligence Inspection of the
Subject Property, including but not limited to a review of the Preliminary Title Report, prior to
executing this Agreement for Sale of Real Estate ("Agreement") and accepts the Subject
Property in its present "As Is" condition. Buyer further affirms that they will take possession of
the Property subject to the Exceptions enumerated in the Preliminary Title Report per Escrow
Holder's file number described herein below and subject to the Express Reservation of Rights by
Grantor/Seller for an easement for sewer purposes defined in the Quitclaim Deed, more
particularly described in Exhibit "B".

D. Regional San desires to sell and convey the Subject Property to the Buyer and the
Buyer desires to purchase and acquire the Subject Property from Regional San on the terms set
forth herein, and subject to the conditions herein contained.

A G R E E M E N T

NOW THEREFORE, in consideration of the terms, conditions, and mutual covenants herein contained, the parties hereto agree as follows:

1. INCORPORATION OF RECITALS.

The foregoing recitals are true and correct, and hereby incorporated by reference.

2. DEMISE.

Seller hereby agrees to sell and Buyer hereby agrees to purchase the Subject Property for the Purchase Price, on the terms and subject to the conditions herein set forth.

3. PURCHASE PRICE; EARNEST MONEY DEPOSIT.

The purchase price for the Subject Property shall be _____ AND NO/100 DOLLARS (\$_____.00) ("Purchase Price"), payable in immediately available funds prior to closing escrow. On or before Close of Escrow (hereinafter defined), Buyer shall deposit with Escrow Holder (hereinafter defined), the Purchase Price plus Escrow Holder's estimate of Buyer's share of closing costs as described herein below.

The Earnest Money Deposit shall be defined as ten percent (10%) of the Purchase Price.

The Bid Premium shall be defined as seven percent (7%) of Purchase Price.

4. ESCROW INSTRUCTIONS.

A fully executed copy of this Agreement shall be deposited with Fidelity National Title Company at 8950 Cal Center Drive, Building 3, Suite 100, Sacramento, CA 95826 ("Escrow Holder") and such delivery shall constitute the opening of an escrow under Escrow Holder's file number 13-5015598-A with respect to the sale of the Subject Property pursuant to this Agreement. Escrow Holder shall be concerned only with the provisions of this Paragraph 4. Said escrow shall be on the following terms and conditions:

- a. Payment of the Purchase Price. Prior to closing, Buyer shall cause the Purchase Price to be deposited in escrow.
- b. Title. Seller shall execute and deliver to Escrow Holder a Quitclaim Deed, in a form supplied by Regional San, conveying title to the Subject Property to Buyer. When all of the conditions to closing herein contained have been either satisfied or waived by the parties and so confirmed in writing, and escrow is ready to close, Escrow Holder shall cause the Quitclaim Deed to be recorded. Escrow Holder

shall also deliver to Buyer a CLTA Policy of Title Insurance showing title to the Subject Property vested in Buyer, at Buyers option and expense.

- c. Pro-rations. Escrow Holder is hereby instructed to segregate and pro-rate real estate taxes, assessments and similar charges and segregate and pro-rate bonded indebtedness as of the Close of Escrow. Segregation and pro-rations of real estate taxes, assessments and similar charges shall be done based upon the most currently available information at the Close of Escrow. Seller shall be responsible for applying for any refund due for assessments prepaid beyond the Close of Escrow.
- d. Costs. Except as otherwise specifically provided herein, the cost of any escrow fees, the charge for preparation of escrow documents, recording costs, if any, the CLTA Policy of Title Insurance as described above, and all other costs of escrow and closing are to be paid by Buyer. Any increased costs for an ALTA Policy of Title Insurance together with the cost of any associated survey shall be paid by Buyer. Any transfer tax payable shall be paid by Buyer.
- e. Close of Escrow. Upon the satisfaction or waiver of all conditions hereto, Seller and Buyer instruct Escrow Holder to close escrow ("Close of Escrow") within five (5) working days of execution of this Agreement, or such earlier time as is mutually agreed in writing. Both Seller and Buyer agree that time is of the essence in this matter and agree to take whatever steps are reasonably necessary to ensure that all conditions of this escrow are satisfied in a timely manner.
- f. Failure to Close Escrow; Forfeiture of Earnest Money Deposit.

In the event escrow does not close due to Buyer's actions, Buyer shall forfeit the Earnest Money Deposit. Escrow Holder shall remit directly to Regional San the \$_____ Earnest Money Deposit. Buyer shall be responsible for all of Escrow Holder's fees and costs incurred associated with this transaction.
- g. Seller's Conditions Precedent. The following shall be conditions precedent to the Seller's obligation to convey the Subject Property at Close of Escrow.
 - (1) Buyer's compliance with each of Buyer's agreements herein, and the accuracy in all material respects of each of Buyer's representations and warranties as of the Close of Escrow.
 - (2) Execution of the Agreement by a duly authorized representative of REGIONAL SAN.
- h. Buyer's Condition Precedent. The following shall be the condition precedent to the Buyer's obligation to purchase the Subject Property at close of escrow:

- (1) Seller's compliance with each of Seller's agreements herein, and the accuracy in all material respects of each of Seller's representations and warranties as of the closing date.
 - (2) Approval of this Agreement and the terms hereof by Buyer and execution of the Agreement by a duly authorized representative of Buyer.
- i. Commission. There is no real estate, finder's, or other commission due or payable by reason of this transaction. Each party shall indemnify the other for any actions that may cause the other party to be liable for a real estate brokerage or sales commission arising from this transaction. Notwithstanding the above, Buyer shall be responsible for any fees charged by third parties, if applicable.
- j. Standard Escrow Instructions. For those escrow matters not specifically addressed herein, Escrow Holder's standard escrow instructions entitled "General Provisions", a copy of which is attached hereto as Exhibit "C", shall be applicable. Where there is a conflict between the provisions of this Agreement and the provisions of Escrow Holder's standard escrow instructions, the provisions of this Agreement shall control.
- k. Bid Premium. Prior to closing, Buyer shall cause the \$_____ Bid Premium to be deposited in escrow.

5. BUYER'S DUE DILIGENCE INSPECTION.

Buyer acknowledges that it has conducted and completed its Due Diligence Inspection of the Subject Property and all factors relevant to its use, including, without limitation, the physical condition of the Subject Property, all matters relating to title, and all municipal and other legal requirements such as taxes, assessments, zoning, use permits, building codes, abandonment of easements, and disposition of wells. Buyer further acknowledges that it has substantial experience with real property and that Buyer is acquiring the Property solely in reliance on its own inspection and examination. Neither Seller nor any agents, representatives, or employees of Seller have made any representations or warranties, direct or implied, verbal or written, with respect to the Subject Property.

6. BUYER'S FINANCIAL CAPACITY.

Buyer, for itself and its principals, represents and warrants to Seller as of the date of this Agreement and as of the Close of Escrow that it has the financial capacity, the equity and the financing necessary to fulfill its obligations under this Agreement and acquire the Property. Buyer represents that any equity and funding commitments represented by Buyer to Seller are unencumbered and that Buyer has not represented to any other party that it will use such funds for any other purpose.

7. RISK OF LOSS.

Risk of loss shall transfer upon Close of Escrow.

8. PRESERVATION OF PROPERTY.

Seller agrees that the Subject Property herein described shall remain as it now is until Close of Escrow, and that Seller shall prevent and refrain from any use of the Subject Property for any purpose or in any manner that would adversely affect the value of the Subject Property.

9. POSSESSION.

Seller will deliver possession of the Subject Property to Buyer at the Close of Escrow.

10. INDEMNIFICATION.

Buyer shall defend, indemnify, and hold harmless Seller, its governing body, officers, directors, agents, employees, and volunteers from and against any and all demands, claims, actions, losses, liabilities, damages, and costs, including reasonable attorneys' fees, arising out of or resulting from Buyer's activities allowed by this Agreement, except and in proportion to the extent caused by the negligence or willful misconduct of Seller, its governing body, officers, directors, employees, agents, or volunteers. The provisions of this paragraph shall survive Close of Escrow.

11. AS-IS TRANSFER.

Buyer acknowledges that, except as expressly contained in this Agreement, neither Seller nor anyone acting for or on behalf of the Seller has made any representation, warranty, or promise to Buyer concerning the physical aspects or condition of the Subject Property; the feasibility or desirability of the Subject Property for any particular use; the conditions of soils, subsoils, groundwater and surface waters, or wells; or the presence or absence of any other physical aspect of the Subject Property; and that in entering into the Agreement, Buyer has not relied on any representation, statement, or warranty of Seller or anyone acting for or on behalf of Seller, other than as may be expressly contained in this Agreement, and that all matters concerning the Subject Property shall be independently verified by Buyer and that Buyer shall purchase the Subject Property on Buyer's own examination thereof; and that if Buyer elects to acquire the Subject Property, Buyer is purchasing the Subject Property in its "as is" condition and its "as is" state of repair as of the Close of Escrow.

12. NOTICE.

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 requested, or sent by electronic 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, on the date of posting by the United States Post Office, or (iii) if given by electronic facsimile, when received by the other party.

Seller

Regional San
Attn: Real Estate Program Manager
10060 Goethe Road, Rm 2336
Sacramento, CA 95827
(916) 876-6217 phone
(916) 854-8997 fax

Buyer

_____, CA ____
_____ phone

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

13. MISCELLANEOUS.

- a. Partial Invalidity. If any term of provision of this Agreement or the application thereof to any person or circumstance shall, to any extent, be invalid or unenforceable, or is found to be prohibited by law, 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 or prohibited, 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 hereof shall be deemed a waiver of any preceding or succeeding breach hereof, 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 delay.
- c. Entire Agreement. This 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 understanding 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.
- d. Authority of Signators. Each party to this Agreement warrants to the other that it is duly organized and existing and each signatory hereto represents to the other party that it has full right and authority to enter into and consummate this Agreement and all related documents.

- e. Survival of Representations. Notwithstanding any provisions of this Agreement, the covenants, 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 Quitclaim Deed and the recordation thereof, and (2) the termination or cancellation of this Agreement.
- f. Additional Documents. Buyer agrees to execute such other documents and instruments as may be reasonably requested by Seller or Escrow Holder.
- g. Professional Fees. Any party may bring a suit or proceeding to enforce or require performance of the terms of this Agreement, and each party shall be responsible for its own attorney's fees and costs.
- h. Governing Law. This Agreement shall be governed by the laws of the State of California.
- i. Successors and Assigns. This Agreement shall be binding upon and shall inure to the benefit of the permitted successors and assigns or the parties hereto.
- j. 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.
- k. 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.
- l. Agreement 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. It is agreed and acknowledged by the parties hereto that the provisions of this Agreement have been arrived at through negotiation, and that each of the parties has had a full and fair opportunity to revise the provisions of this Agreement and to have such provisions reviewed by legal counsel. Therefore, the normal rule of construction that any ambiguities are to be resolved against the drafting party shall not apply in construing or interpreting this Agreement. All exhibits referred to in this Agreement are attached and incorporated by this reference.
- m. Counterparts. This Agreement may be executed in multiple counterparts, each of which shall be deemed an original, by all of which, together, shall constitute one and the same instrument.

IN WITNESS WHEREOF, the parties have executed the Agreement on the day and year first above written.

SELLER

BUYER

Regional San

By _____

Prabhakar Somavarapu
District Engineer

Dated: _____

Under delegated authority by:

Resolution No.: SR-2739

Dated: August 27, 2014

REVIEWED AND APPROVED
BY COUNTY COUNSEL:

Stephanie G. Percival
Deputy County Counsel
Counsel for Regional San

Exhibit "A"
Page 1 of 4
Subject Property
Legal Description

THE LAND REFERRED TO HEREIN BELOW IS SITUATED UNINCORPORATED, COUNTY OF SACRAMENTO, STATE OF CALIFORNIA, AND IS DESCRIBED AS FOLLOWS:

PARCEL NO. 1:

All that real property situate in the County of Sacramento, State of California, recorded in the office of the Recorder of Sacramento County, in Book 3498, Page 560, described as follows:

All that portion of Section 24, Township 10 North, Range 5 East, M. D. B. & M., described as follows:

Beginning at a point on the west line of said Section 24, from which a cross cut in a stone monument marking the northwest corner of Section 24 bears North 01° 49' 40" West 1887.47 feet; thence from said point of beginning North 38° 20' East 116.10 feet; thence North 83° 53' East 56.32 feet; thence North 66° 45' East 74.08 feet; thence North 88° 10' 20" East 75.00 feet; thence South 01° 49' 40" East 235.00 feet; thence South 88° 10' 20" West 75.00 feet; thence South 01° 49' 40" East 275.00 feet; thence South 88° 10' 20" West 200.00 feet to a point on the west line of said Section 24; thence along said west line, North 01° 49' 40" West 390.00 feet to the point of beginning.

TOGETHER WITH a right of way and easement for ingres and egress, but not the exclusive right, and to build, construct, reconstruct and to operate and maintain sewer pipe lines and manholes, together with and all necessary appurtenances thereto, said pipe lines to be of such size and character as grantee may determine, on, over and accross a strip of land twenty (20.00) feet in width, measured at right angles, the westerly line of which is described as follows:

Beginning at a point on the west line of Section 24, Township 10 North, Range 5 East, M. D. B. & M., from which a cross cut in a stone monument marking the northwest corner of said Section 24 bears North 01° 49' 40" West 2277.47 feet; thence from said point of beginning, along said west line of Section 24, South 01° 49' 40" East 1339.20 feet to a point on the south line of Section 24.

PARCEL NO. 2:

All that real property situate in the County of Sacramento, State of California, recorded in the office of the Recorder of Sacramento County in Book 3948, Page 593, described as follows:

All that portion of Section 24, Township 10 North, Range 5 East, M. D. B. & M., described as follows:

Beginning at a point from which a cross cut in a stone monument marking the northwest corner of Section 24, Township 10 North, Range 5 East, M. D. B. & M., bears South 88° 10' 20" West 200.00 feet and North 01° 49' 40" West 2277.47 feet; thence from said point of beginning North 01° 49' 40" West 275.00 feet; thence North 88° 10' 20" East 75.00 feet; thence North 01° 49' 40" West 235.00 feet; thence South 56° 39' 00" East 245 feet; thence South 13° 14' 00" East 375.00 feet; thence South 88° 10' 20" West 350.00 feet to the point of beginning.

PARCEL NO. 3:

All that real property situate in the County of Sacramento, State of California, recorded in the office of the Recorder of Sacramento County in Book 4034, Page 372, described as follows:

All that portion of Section 23, Township 10 North, Range 5 East, M. D. B. & M., described as follows:

Beginning at a point on the east line of said Section 23, from which the northeast corner of Lot 1, as said lot is shown and so designated on the official plat of Highland Manor Unit No. 1, recorded in the office of the Recorder of Sacramento County in

Book 56 of Maps, Map No. 8, bears from said point of beginning South 01° 49' 40" East 287.63 feet; thence from said point of beginning South 88° 10' 20" West 140.00 feet; thence parallel to the east line of said

Exhibit "A"
Page 2 of 4
Subject Property
Legal Description

Section 23 North 01° 49' 40" West 348.60 feet; thence South 89° 53' 55" East 140.08 to a point on the east line of said Section 32; thence along the east line South 01° 49' 40" East 343.88 feet to the point of beginning.

APN: 203-0100-059, 203-0090-017

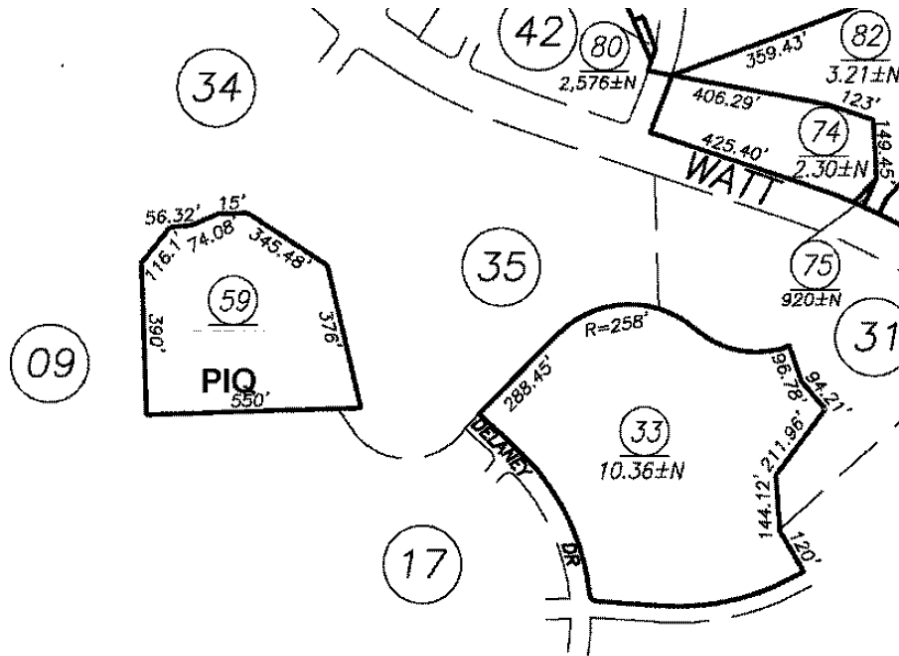
Access Driveway

Lot B, as shown on the official "Plat of Highalnd Estates Unit No. 2", recorded in the office of the County Recorder of Sacramento County on January 26, 1961 in Book 63 of Maps, Map No. 31.

APN: 203-0171-018

Exhibit "A"
Page 3 of 4
Subject Property
Plat Maps

APN 203-0100-059



APN 203-0090-017

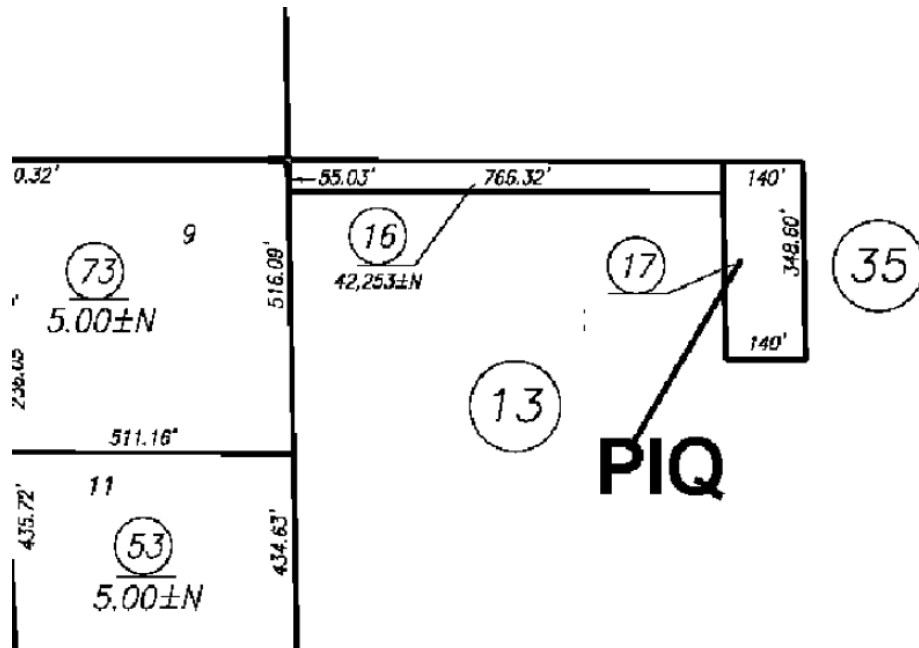


Exhibit "A"
Page 4 of 4
Subject Property
Plat Maps

Access Driveway

APN 203-0171-018

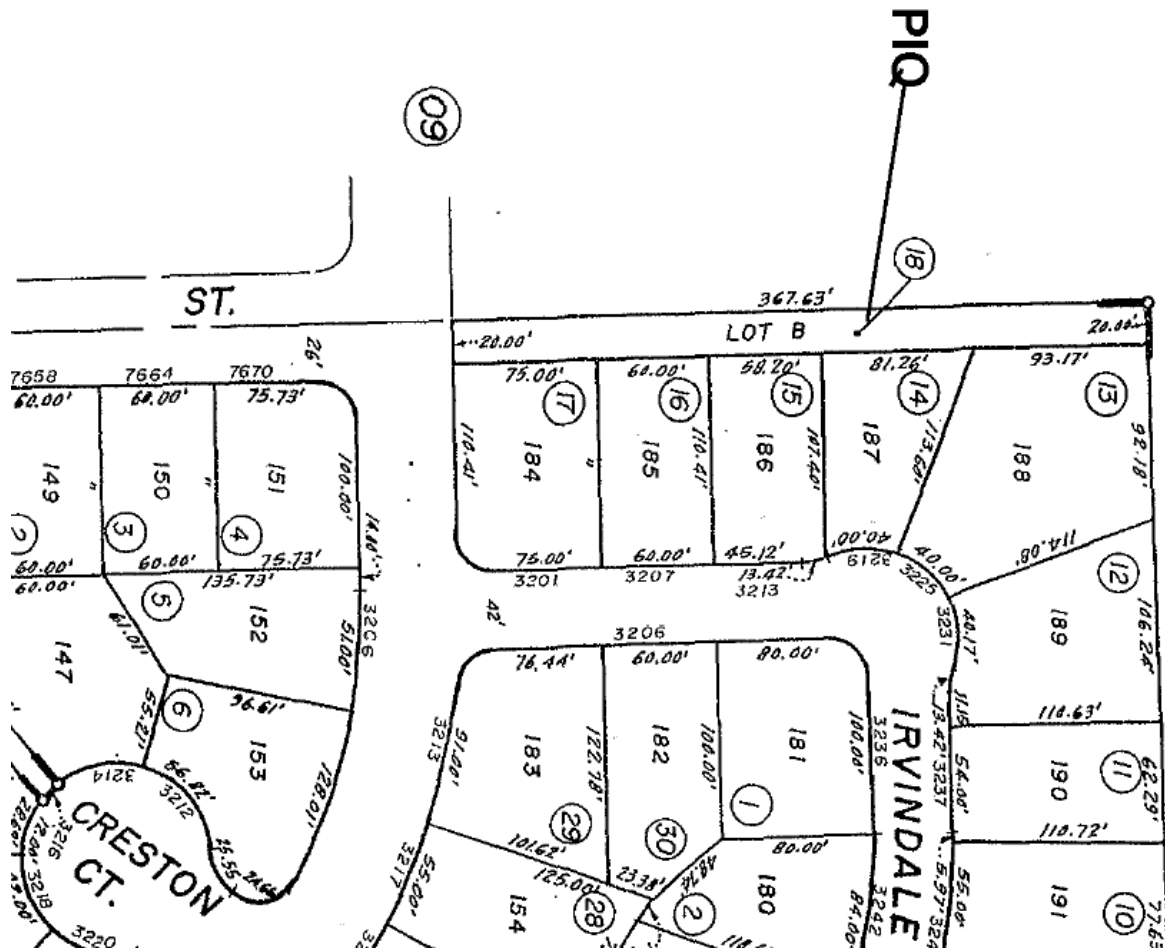


Exhibit "B"
QUITCLAIM DEED

WHEN RECORDED RETURN TO:

No Fee Document - Per Government Code 27383

SEND TAX/ASSESSMENT BILLS TO:

APNs: 203-0090-017; 203-0100-059; 203-0171-018
Project Name & Highlands Estates WTP Surplus Sale
Dept: (Regional San)

THIS SPACE FOR RECORDER'S USE ONLY

QUITCLAIM DEED

SACRAMENTO REGIONAL COUNTY SANITATION DISTRICT ("Regional San" or "Grantor"), a county sanitation district formed pursuant to and operating under the authority of the County Sanitation District Act, commencing at Health and Safety Code section 4700, does hereby REMISE, RELEASE AND FOREVER QUITCLAIM to _____ ("Grantee"), a _____, all interest, *subject to the express reservation of rights below*, to that real property situated in the County of Sacramento, State of California, bounded, described and depicted on Exhibits "A" and "B"; hereinafter collectively referred to as "Quitclaim Area"; attached hereto and made part hereof, and subject to the following:

EXPRESS RESERVATION OF RIGHTS BY GRANTOR

An easement for sewer purposes inclusive of ingress and egress, digging, constructing, reconstructing, repairing, operating, upgrading and forever maintaining thereon a sanitary sewer or sewers of such dimensions as Regional San (it's assignees or successor's in interest), shall deem necessary for sewer purposes; including the right to erect, construct, and/or maintain fencing, gates, signage, or other reasonable security measures; together with all necessary appurtenances appertaining thereto, a perpetual right-of-way over, under, upon and across, all that real property also described on Exhibits "C" and "D"

attached hereto and made part hereof, hereinafter referred to as “Regional San Sewer Easement Area”, for the purpose of exercising and performing all of the rights and privileges reserved herein.

Grantee may utilize the Regional San Sewer Easement Area for the following (collectively, the “Allowable Uses”): (i) lawn, turf or similar groundcover; (ii) areas planted with species whose mature growth does not exceed five (5) feet in height and which are not environmentally protected; (iii) agricultural row or field crops, excluding orchards; and (iiii) driveways, sidewalks, pathways or trails, bikepaths, surface parking, curbs and gutters. Grantee or Grantee’s assignees or successors in interest shall not allow Regional San Sewer Easement Area to be used for mitigation purposes. All other uses by Grantee shall not be allowed except upon written approval by, and at the discretion of Regional San (hereinafter “Discretionary Uses”), and shall not be installed in such a manner as to impede vehicular access by Regional San for maintenance purposes. Discretionary Uses proposed by Grantee must be approved in writing by Regional San’s District Engineer, prior to such construction on or use of the Regional San Sewer Easement Area by Grantee. Any use within the Regional San Sewer Easement Area by Grantee shall not in any way limit Regional San’s rights under this Express Reservation. Even if Regional San’s District Engineer has approved a use within the Regional San Sewer Easement Area by Grantee, Regional San retains the right to remove all or any part of the approved use to allow Regional San to use the Regional San Sewer Easement Area at any time pursuant to the rights reserved herein. Regional San shall not be liable for any cost related to the removal or replacement of Grantee’s improvements located within the Regional San Sewer Easement Area.

Grantee shall secure Regional San’s written consent prior to granting any easements within the Regional San Sewer Easement Area. Such consent by Regional San shall not be unreasonably withheld.

Dated this ____ day of _____, 20__

SACRAMENTO REGIONAL COUNTY SANITATION DISTRICT

Prabhakar Somavarapu, District Engineer

Under delegated authority by:

Resolution No. _____

Dated: _____

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

STATE OF _____)

COUNTY OF _____)

On _____ before me, _____, notary public,
date name of notary officer

personally appeared _____,
name(s) of signer(s)

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

-----OPTIONAL SECTION-----

CAPACITY CLAIMED BY SIGNER

Though statute does not require the Notary to fill in the data below, doing so may prove invaluable to persons relying on the document.

☐ INDIVIDUAL

☐ CORPORATE OFFICER(S)

Title(s)

☐ PARTNER(S)

☐ LIMITED

☐ GENERAL

☐ ATTORNEY-IN-FACT

☐ TRUSTEE(S)

☐ GUARDIAN/CONSERVATOR

☐ OTHER: _____

SIGNER IS REPRESENTING:

Name of Person(s) or entity(ies)

OPTIONAL SECTION:

DATA REQUESTED HERE IS
NOT REQUIRED BY LAW.

TITLE OR TYPE OF DOCUMENT: _____

NUMBER OF PAGES _____ DATE _____

SIGNER(S) OTHER THAN NAMED ABOVE _____

Exhibit A
Quitclaim Area
Legal Description
Page 1 of 2

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Beginning at a point on the west line of said Section 24, from which a cross cut in a stone monument marking the northwest corner of Section 24 bears North 01° 49' 40" West 1887.47 feet; thence from said point of beginning North 38° 20' East 116.10 feet; thence North 83° 53' East 56.32 feet; thence North 66° 45' East 74.08 feet; thence North 88° 10' 20" East 75.00 feet; thence South 01° 49' 40" East 235.00 feet; thence South 88° 10' 20" West 75.00 feet; thence South 01° 49' 40" East 275.00 feet; thence South 88° 10' 20" West 200.00 feet to a point on the west line of said Section 24; thence along said west line, North 01° 49' 40" West 390.00 feet to the point of beginning.

TOGETHER WITH a right of way and easement for ingres and egress, but not the exclusive right, and to build, construct, reconstruct and to operate and maintain sewer pipel lines and manholes, together with and all necessary appurtenances thereto, said pipe lines to be of such size and character as grantee may determine, on, over and accross a strip of land twenty (20.00) feet in width, measured at right angles, the westerly line of which is described as follows:

Beginning at a point on the west line of Section 24, Township 10 North, Range 5 East, M. D. B. & M., from which a cross cut in a stone monument marking the northwest corner of said Section 24 bears North 01° 49' 40" West 2277.47 feet; thence from said point of beginning, along said west line of Section 24, South 01° 49' 40" East 1339.20 feet to a point on the south line of Section 24.

PARCEL NO. 2:

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PARCEL NO. 3:

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Exhibit A
Quitclaim Area
Legal Description
Page 2 of 2

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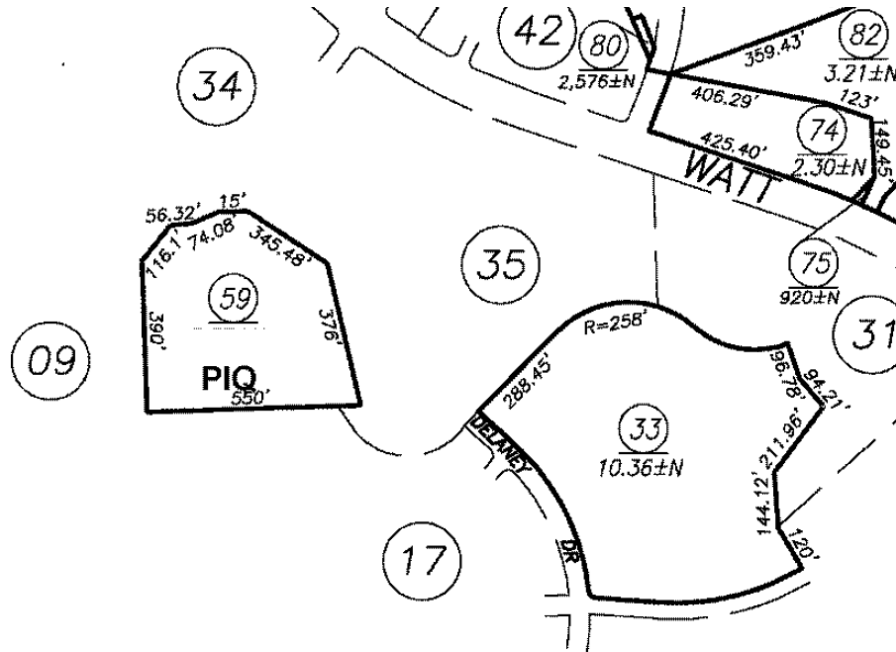
Access Driveway

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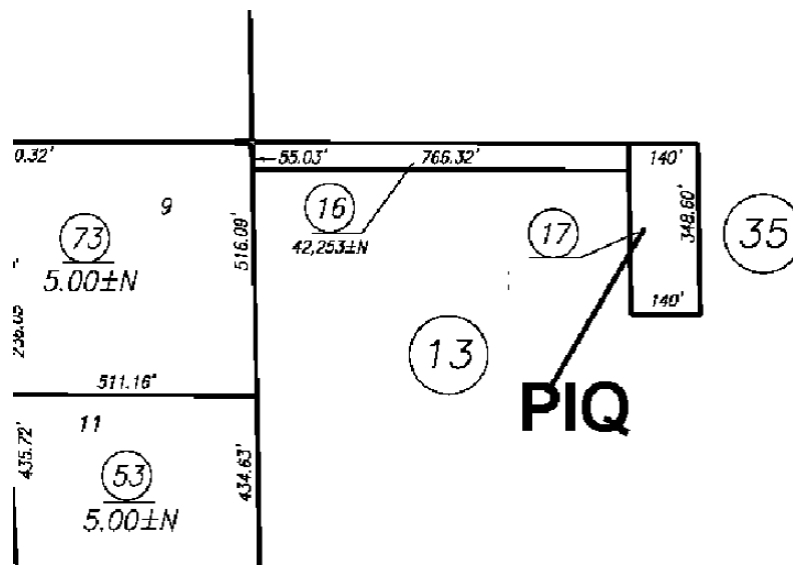
APN: 203-0171-018

Exhibit B
Quitclaim Area
Plat Maps
Page 1 of 2

APN 203-0100-059



APN 203-0090-017



APN 203-0171-018

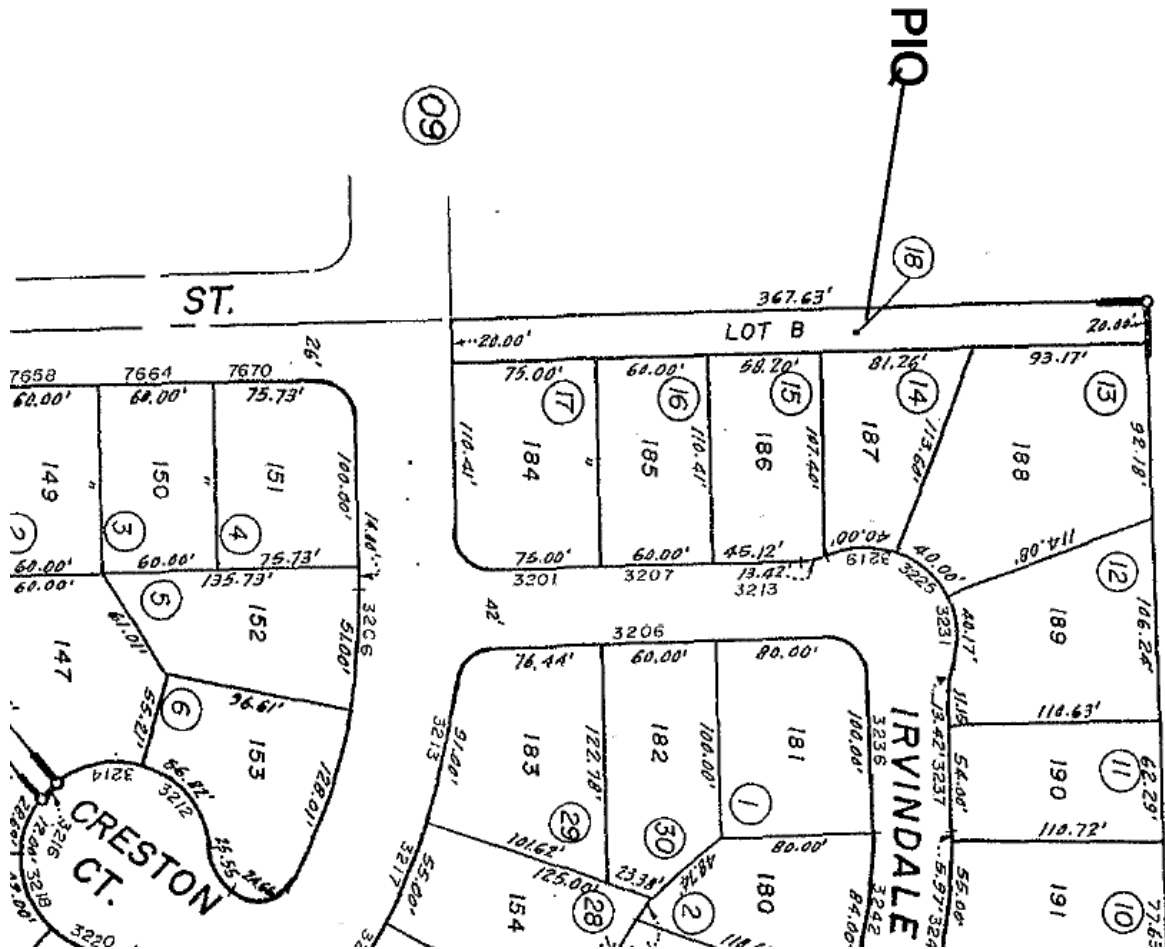


Exhibit C
Regional San Sewer Easement Area
Legal Description
APNs 203-0100-059; 203-0090-017
Page 1 of 3

All that property situate in Sections 23 & 24, Township 10 North, Range 5 East, Mount Diablo Meridian, County of Sacramento, State of California, being a portion of the lands described in the GRANT DEED to Sacramento Regional County Sanitation District, recorded on September 23, 1975 in Book 750923 at Page 805, Official Records of Sacramento County, more particularly described as follows:

Being a strip of land:

20.00 feet wide lying 10.00 feet on each side of the centerline described from Point A to Point B below, and

25.00 feet wide lying 12.50 feet on each side of the centerline described from Point B to Point C below.

Beginning at Point A on the westerly line of PARCEL NO. 1, as described in said GRANT DEED, from which the southwest corner of said PARCEL NO. 1, bears 10.00 feet southerly along said westerly line; thence along a line parallel with and lying 10.00 feet northerly of the southerly line of said PARCEL NO. 1, North 88°57'37" East, 187.49 feet to Point B; thence North 01°02'19" West, 30.17 feet; thence North 43°52'01" East, 30.53 feet; thence North 00°55'32" West, 208.97 feet; thence South 88°29'34" West, 199.52 feet; thence North 44°25'39" West, 105.73 feet to Point C and the **Point of Termination** on the northerly line of PARCEL No. 3 as described in said GRANT DEED.

The side lines of said strip shall be extended or shortened to terminate at the westerly and northerly line of said PARCEL NO. 3 and the sidelines of above described segments between Points A, B, & C.


End of Description

Exhibit C
Regional San Sewer Easement Area
Legal Description
APNs 203-0100-059; 203-0090-017
Page 2 of 3

Containing 18,121 square feet or 0.42 acres, more or less.

Bearings and distances used in the above description(s) are based upon the California Coordinate System of 1983, epoch 2010.00, Zone (2). Distances are in US Survey feet, multiply the distances shown above by 1.00006 to obtain ground level distances.

This real property description has been prepared at Mark Thomas & Company, Inc., by me, or under my direction, in conformance with the Professional Land Surveyors Act.


Matthew Stringer, LS 8151



April 11, 2014
Date

Exhibit C
Regional San Sewer Easement Area
Legal Description
APN 203-0171-018
Page 3 of 3

All that property situate in Section 24, Township 10 North, Range 5 East, Mount Diablo Meridian, County of Sacramento, State of California, more particularly described as follows:

LOT B, as shown on that Map entitled "PLAT OF HIGHLAND ESTATES UNIT NO. 2", filed January 26, 1961 in Book 63 of Maps, Map No. 31, Sacramento County Records.

End of Description

Containing 7,352 square feet or 0.17 acres, more or less.

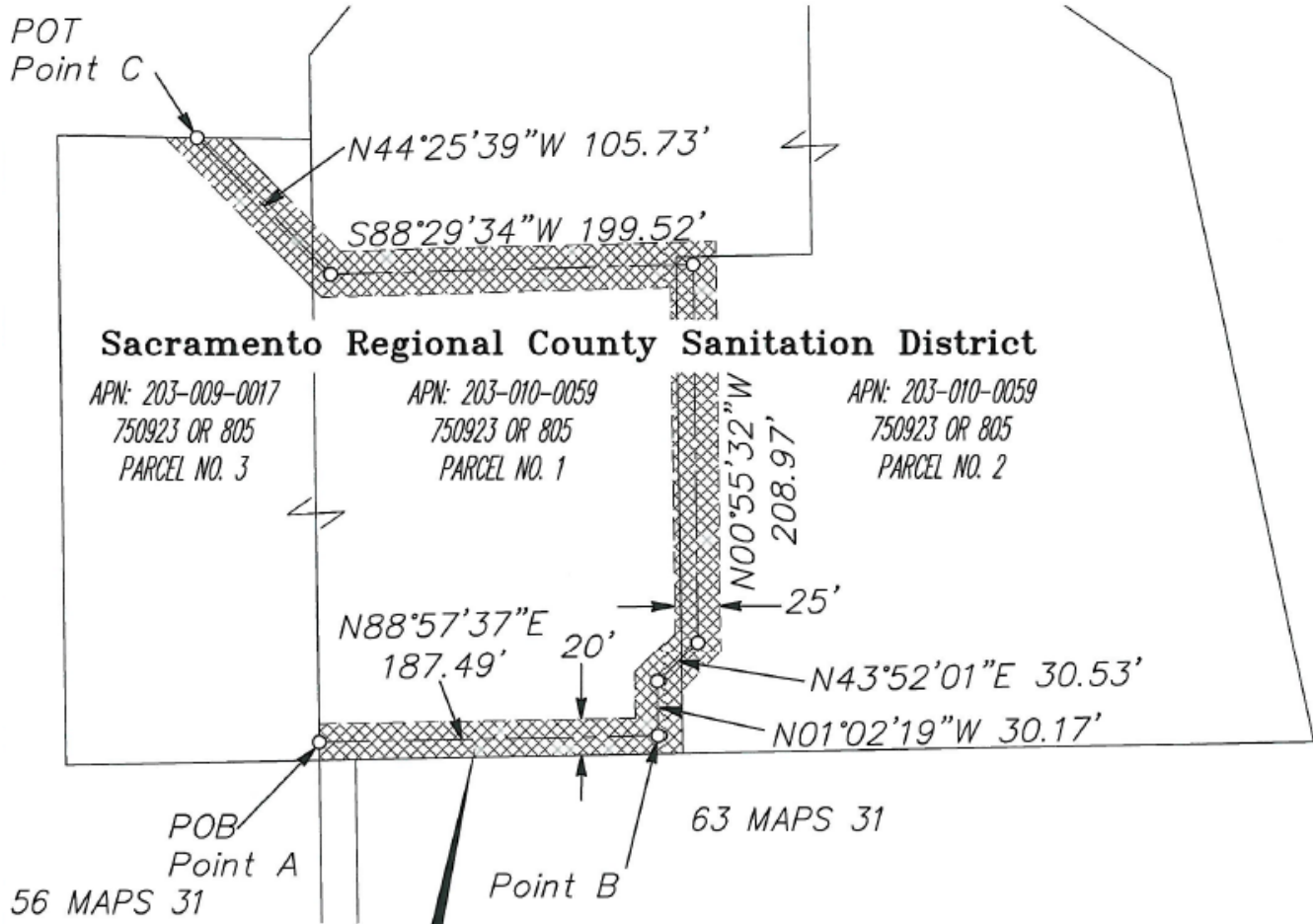
This real property description has been prepared at Mark Thomas & Company, Inc., by me, or under my direction, in conformance with the Professional Land Surveyors Act.


Matthew Stringer, LS 8151



April 11, 2014
Date

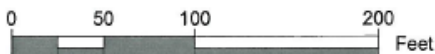
Exhibit D
Regional San Sewer Easement Area
Plat Map
APNs 203-0100-059; 203-0090-017
Page 1 of 2



BEARINGS AND DISTANCES USED ARE BASED UPON THE CALIFORNIA COORDINATE SYSTEM OF 1983, EPOCH 2010.00, ZONE 2. DISTANCES ARE IN US SURVEY FEET, MULTIPLY THE DISTANCES SHOWN BY 1.00006 TO OBTAIN GROUND LEVEL DISTANCES.

LEGEND

- OR OFFICIAL RECORD
- POB POINT OF BEGINNING
- POT POINT OF TERMINATION
- DIMENSION POINT
- SEWER EASEMENT AREA

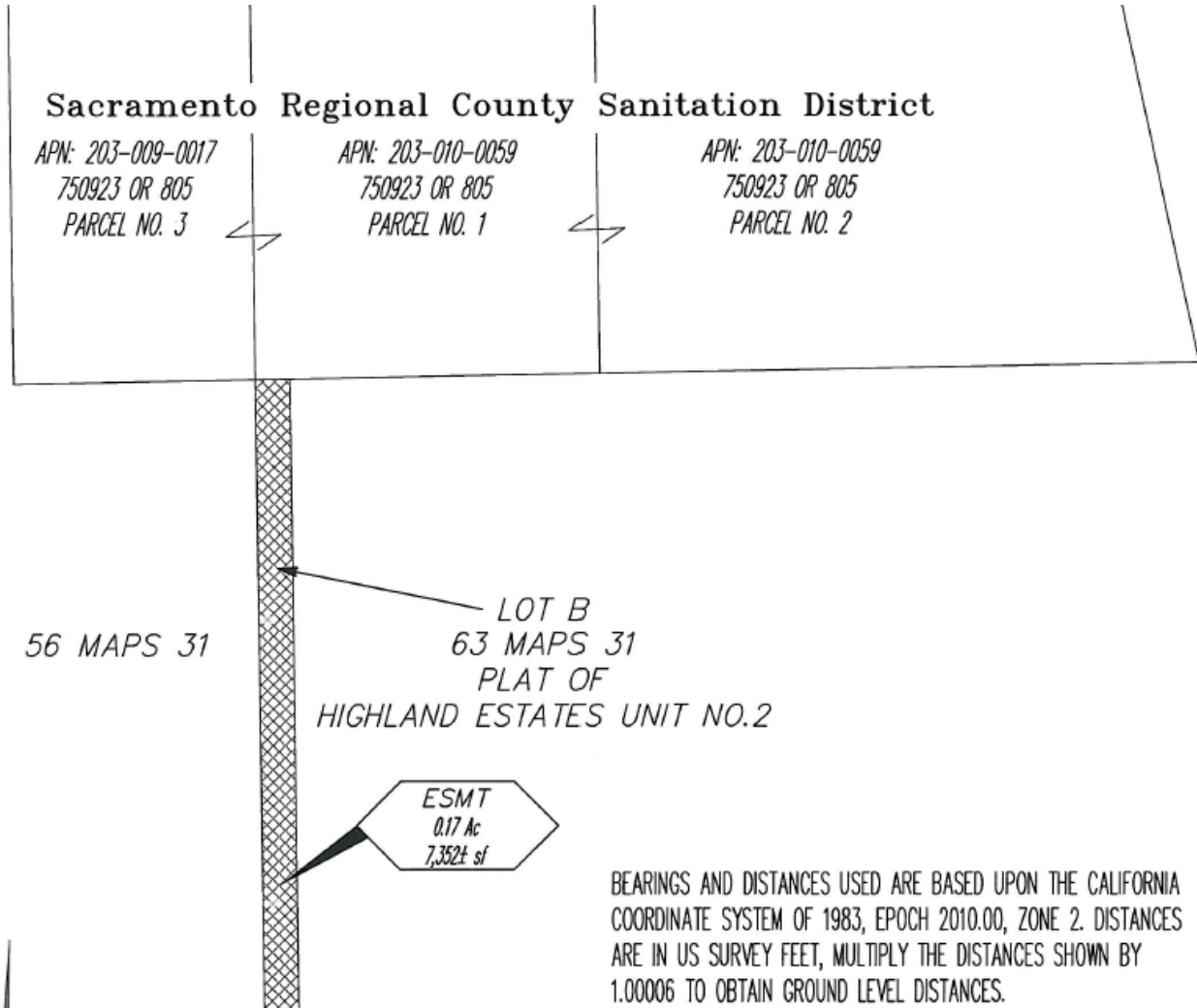


PORTION OF SECTIONS 23 & 24



Matthew J. Stringer
 April 11, 2014

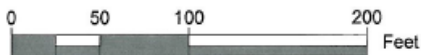
Exhibit D
Regional San Sewer Easement Area
Plat Map
APN 203-0171-018
Page 2 of 2



BEARINGS AND DISTANCES USED ARE BASED UPON THE CALIFORNIA COORDINATE SYSTEM OF 1983, EPOCH 2010.00, ZONE 2. DISTANCES ARE IN US SURVEY FEET, MULTIPLY THE DISTANCES SHOWN BY 1.00006 TO OBTAIN GROUND LEVEL DISTANCES.

LEGEND

- OR OFFICIAL RECORD
- POB POINT OF BEGINNING
- POT POINT OF TERMINATION
- DIMENSION POINT
- SEWER EASEMENT AREA



Matthew J. Stringer
April 11, 2014

PORTION OF SECTIONS 24
T10N, R5E M.D.M.

SHEET 1 OF 1

Exhibit "C"

GENERAL PROVISIONS

1. DEPOSIT OF FUNDS

The law dealing with the disbursement of funds requires that all funds be available for withdrawal as a matter of right by the title entity's escrow and/or sub escrow account prior to disbursement of any funds. Only cash or wire-transferred funds can be given immediate availability upon deposit. Cashier's checks, teller's checks and Certified checks may be available one business day after deposit. All other funds such as personal, corporate or partnership checks and drafts are subject to mandatory holding periods, which may cause material delays in disbursement of funds in this escrow. In order to avoid delays, all fundings should be wire transferred. Outgoing wire transfers will not be authorized until confirmation of the respective incoming wire transfer or of availability of deposited checks.

All funds received in this escrow shall be deposited with other escrow funds in a general escrow account or accounts of Fidelity National Title Company, with any state or national bank, or savings and loan association (the "depository Institution") and may be transferred to any other such general escrow account or accounts. The parties to this escrow acknowledge that the maintenance of such escrow accounts with some depository institutions may result in Escrow Holder's being provided with an array of bank services, accommodations or other benefits by the depository institution. Escrow Holder or its affiliates also may elect to enter into other business transactions with or obtain loans for investment or other purposes from the depository institution. All such services, accommodations and other benefits shall accrue to Escrow Holder and Escrow Holder shall have no obligation to account to the parties to this escrow for the value of such services, accommodations or other benefits.

Said funds will not earn interest unless the instructions otherwise specifically state that funds shall be deposited in an interest-bearing account. All disbursements shall be made by check of Fidelity National Title Company. The principals to this escrow are hereby notified that the funds deposited herein are insured only to the limit provided by the Federal Deposit Insurance Corporation. Any instruction for bank wire will provide reasonable time or notice for Escrow Holder's compliance with such instruction. Escrow Holder's sole duty and responsibility shall be to place said wire transfer instructions with its wiring bank upon confirmation of (1) satisfaction of conditions precedent or (2) document recordation at close of escrow. Escrow Holder will NOT be held responsible for lost interest due to wire delays caused by any bank or the Federal Reserve System, and recommends that all parties make themselves aware of banking regulations with regard to placement of wires.

In the event there is insufficient time to place a wire upon any such confirmation or the wires have closed for the day, the parties agree to provide written instructions for an alternative method of disbursement. **WITHOUT AN ALTERNATIVE DISBURSEMENT INSTRUCTION, FUNDS WILL BE HELD IN TRUST IN A NON-INTEREST BEARING ACCOUNT UNTIL THE NEXT OPPORTUNITY FOR WIRE PLACEMENT.**

To the extent provided by law, if for any reason funds are retained or remain in escrow following the close of escrow, you are to deduct therefrom a reasonable monthly charge as custodian thereof of not less than \$25.00 per month.

2. PRORATIONS AND ADJUSTMENTS

All prorations and/or adjustments called for in this escrow are to be made on the basis of a thirty (30) day month unless otherwise instructed in writing. You are to use information contained on last available tax statement, rental statement as provided by the Seller, beneficiary's statement and fire insurance policy delivered into escrow for the prorations provided for herein.

3. SUPPLEMENTAL TAXES

The within described property may be subject to supplemental real property taxes due to the change of ownership taking place through this escrow. Any supplemental real property taxes arising as a result of the transfer of the property to Buyer shall be the sole responsibility of Buyer and any supplemental real property taxes arising prior to the closing date shall be the sole responsibility of the Seller. **TAX BILLS ISSUED AFTER CLOSE OF ESCROW SHALL BE HANDLED DIRECTLY BETWEEN BUYER AND SELLER.**

4. UTILITIES/POSSESSION

Transfer of utilities and possession of the premises are to be settled by the parties directly and outside escrow.

5. PREPARATION AND RECORDATION OF INSTRUMENTS

Escrow Holder is authorized to prepare, obtain, record and deliver the necessary instruments to carry out the terms and conditions of this escrow and to order the policy of title insurance to be issued at close of escrow as called for in these instructions. Close of escrow shall mean the date instruments are recorded.

6. AUTHORIZATION TO FURNISH COPIES

You are authorized to furnish copies of these instructions, supplements, amendments, notices of cancellation and closing statements, to the Real Estate Broker(s) and Lender(s) named in this escrow.

7. RIGHT OF CANCELLATION

Any principal instructing you to cancel this escrow shall file notice of cancellation in your office in writing. You shall, within two (2) working days thereafter, deliver one copy of such notice to each of the other principals at the addresses stated in this escrow. **UNLESS WRITTEN OBJECTION TO CANCELLATION IS FILED IN YOUR OFFICE BY A PRINCIPAL WITHIN TEN (10) DAYS AFTER DATE OF SUCH MAILING, YOU ARE AUTHORIZED TO COMPLY WITH SUCH NOTICE AND DEMAND PAYMENT OF YOUR CANCELLATION CHARGES.** If written objection is filed, you are authorized to hold all money and instruments in this escrow and take no further action until otherwise directed, either by the principals' mutual written instructions, or by final order of a court of competent jurisdiction.

8. PERSONAL PROPERTY

No examination or insurance as to the amount or payment of personal property taxes is required unless specifically requested.

By signing these General Provisions, the parties to the escrow hereby acknowledge that they are indemnifying the Escrow Holder against any and all matters relating to any "Bulk Sales" requirements, and instruct Escrow Agent to proceed with the closing of escrow without any consideration of matter of any nature whatsoever regarding "Bulk Sales" being handled through escrow.

9. RIGHT OF RESIGNATION

Escrow Holder has the right to resign upon ten (10) days written notice delivered to the principals herein. If such right is exercised, all funds and documents shall be returned to the party who deposited them and Escrow Holder shall have no liability hereunder.

10. AUTHORIZATION TO EXECUTE ASSIGNMENT OF HAZARD INSURANCE POLICIES

Either Buyer, Seller and/or Lender may hand you the insurance agent's name and insurance policy information, and you are to execute, on behalf of the principals hereto, form assignments of interest in any insurance policy (other than title insurance) called for in this escrow, forward assignment and policy to the insurance agent, requesting that the insurer consent to such transfer and/or attach a loss payable clause and/or such other endorsements as may be required, and forward such policy(s) to the principals entitled thereto. It is not your responsibility to verify the information handed you or the assignability of said insurance. Your sole duty is to forward said request to insurance agent at close of escrow.

Further, there shall be no responsibility upon the part of Escrow Holder to renew hazard insurance policy(s) upon expiration or otherwise keep it in force either during or subsequent to the close of escrow. Cancellation of any existing hazard insurance policies is to be handled directly by the principals, and outside of escrow.

11. ACTION IN INTERPLEADER

The principals hereto expressly agree that you, as Escrow Holder, have the absolute right at your election to file an action in interpleader requiring the principals to answer and litigate their several claims and rights among themselves and you are authorized to deposit with the clerk of the court all documents and funds held in this escrow. In the event such action is filed, the principals jointly and severally agree to pay your cancellation charges and costs, expenses and reasonable attorney's fees which you are required to expend or incur in such interpleader action, the amount thereof to be fixed and judgment therefore to be rendered by the court. Upon the filing of such action, you shall thereupon be fully released and discharged from all obligations imposed by the terms of this escrow or otherwise.

12. TERMINATION OF AGENCY OBLIGATION

If there is no action taken on this escrow within six (6) months after the "time limit date" as set forth in the escrow instructions or written extension thereof, your agency obligation shall terminate at your option and all documents, monies or other items held by you shall be returned to the parties depositing same. In the event of cancellation of this escrow, whether it be at the request of any of the principals or otherwise, the fees and charges due Fidelity National Title Company, including expenditures incurred and/or authorized shall be borne equally by the parties hereto (unless otherwise agreed to specifically).

13. CONFLICTING INSTRUCTIONS

Upon receipt of any conflicting instructions, you are to take no action in connection with this escrow until non-conflicting instructions are received from all of the principals to this escrow (subject to sections 7, 9, 11 and 12 above).

14. REIMBURSEMENT ATTORNEY FEES/ESCROW HOLDER

In the event that a suit is brought by any party or parties to these escrow instructions to which the Escrow Holder is named as a party which results in a judgment in favor of the Escrow Holder and against a principal or principals herein, the principals or principals' agent agree to pay said Escrow Holder all costs, expenses and reasonable attorney's fees which it may expend or incur in said suit, the amount thereof to be fixed and judgment therefore to be rendered by the court in said suit.

15. DELIVERY/RECEIPT

Delivery to principals as used in these instructions unless otherwise stated herein is to be by regular mail, and receipt is determined to be 72 hours after such mailing. All documents, balances and statements due to the undersigned are to be mailed to the address shown herein.

16. STATE/FEDERAL CODE NOTIFICATIONS

According to Federal Law, the Seller, when applicable, will be required to complete a sales activity report that will be utilized to generate a 1099 statement to the Internal Revenue Service.

Pursuant to State Law, prior to the close of escrow, Buyer will provide Escrow Holder with a Preliminary Change of Ownership Report. In the event said report is not handed to Escrow Holder for submission to the REGIONAL SAN in which subject property is located, upon recording of the Quitclaim Deed, Buyers acknowledge that the applicable fee will be assessed by said REGIONAL SAN and Escrow Holder shall debit the account of Buyer for same at close of escrow.

Buyer and Seller herein represent and warrant that they will seek and obtain independent legal advice and counsel relative to their obligations under the "Foreign Investors In Real Property Act", and any other applicable federal and/or state laws regarding same, and will take all steps necessary in order to comply with such requirements and hereby hold you harmless relative to their compliance therewith.

17. ENCUMBRANCES

Escrow Holder is to act upon any statements furnished by a lienholder or his agent without liability or responsibility for the accuracy of such statements. Any adjustments necessary because of a discrepancy between the information furnished Escrow Holder and any amount later determined to be correct shall be settled between the parties direct and outside of escrow.

18. ENVIRONMENTAL ISSUES

Fidelity National Title Company has made no investigation concerning said property as to environmental/toxic waste issues. Any due diligence required or needed to determine environmental impact as to forms of toxification, if applicable, will be done directly and by principals outside of escrow. Fidelity National Title Company is released of any responsibility and/or liability in connection therewith.

19. USURY

Escrow Holder is not to be concerned with any questions of usury in any loan or encumbrance involved in the processing of this escrow and is hereby released of any responsibility or liability therefore.

20. DISCLOSURE

Escrow Holder's knowledge of matters affecting the property, provided such facts do not prevent compliance with these instructions, does not create any liability or duty in addition to these instructions.

21. CLARIFICATION OF DUTIES

Fidelity National Title Company serves ONLY as an Escrow Holder in connection with these instructions and cannot give legal advice to any party hereto.

Escrow Holder is not to be held accountable or liable for the sufficiency or correctness as to form, manner of execution, or validity of any instrument deposited in this escrow, nor as to the identity, authority or rights of any person executing the same. Escrow Holder's duties hereunder shall be limited to the proper handling of such money and the proper safekeeping of such instruments, or other documents received by Escrow Holder, and for the disposition of same in accordance with the written instructions accepted by Escrow Holder.

The agency and duties of Escrow Holder commence only upon receipt of copies of these Escrow Instructions executed by all parties.