

PURCHASE AND SALE AGREEMENT OF EASEMENTS OAK TREE LANE, LINCOLN CALIFORNIA

THIS PURCHASE AND SALE AGREEMENT OF EASEMENTS (the “**Agreement**”) is made by and between the COUNTY OF PLACER, a political subdivision of the State of California (the “**COUNTY**”) and the CITY OF LINCOLN, public body, corporate and politic (the “**CITY**”). COUNTY and CITY are sometimes hereinafter referred to individually as a “Party” and collectively as the “Parties.” This Agreement is entered into on the basis of the following facts, understandings and intentions of the Parties:

RECITALS

WHEREAS, on July 9, 2013, the CITY approved a proposed Village 1 Specific Plan and a Village 1 General Development Plan that were prepared for 1,832 acres of land directly east of the City of Lincoln.

WHEREAS, on June 8, 2016, the Placer Local Agency Formation Commission approved the annexation of the Village 1 Specific Plan Area into the City of Lincoln and subsequently on August 12, 2016, the City of Lincoln executed and recorded the annexation of the Village 1 Specific Plan Area.

WHEREAS, the COUNTY is the owner of approximately 46 acres east of Oak Tree Lane in Lincoln, California known as the Former Titan 1-A Missile Facility Site (“**County’s Property**”), and the County’s Property is within the boundary of Village 1 Specific Plan Area as depicted in Exhibit A.

WHEREAS, while there is a cost to develop and obtain approval of the Village 1 Specific Plan, the CITY agrees that the COUNTY will not be liable for the costs for the development and approval of the Specific Plan.

WHEREAS, on June 21, 2016, County Parcel Map No. ESD16-00162 was recorded in Book 35 of Parcel Maps, Page 107 that resulted in the creation of three separate parcels from the County’s Property, as depicted in Exhibit B and defined as the (“**Park Property**”), (“**Mixed Use Property**”) and (“**Corporation Yard Property**”). While the exterior boundary of the County’s Property did not change, the interior boundaries of the two northern parcels align with the zoning designated in the Village 1 Specific Plan and the third parcel was delineated to contain the existing operational area of the COUNTY’s corporation yard building and equipment.

WHEREAS, COUNTY intends to use the County’s Property (Parcels 1, 2, and 3) for its corporation yard activities. The corporation yard activities will continue indefinitely on Parcel 3, Corporation Yard Property.

WHEREAS, while the Village 1 Specific Plan provides for Mixed-Use zoning of 10.5-acre Parcel 1 of the County’s Property. The CITY concurs that the COUNTY can develop or sell the 10.5-acre Parcel with the Mixed-Use zoning regardless of the CITY’s intent to purchase the Park Property (Parcel 2). The CITY concurs that the Mixed-Use zoning allows for a wide variety of uses including multi-family residential, commercial or a combination of residential and commercial. The CITY concurs that there is no low-cost

housing requirement for the Mixed-Use Property and that the COUNTY can sell the 10.5-acre Mix-Use Property in the future. The COUNTY understands that the future owner of the Mixed-Use Property (Parcel 1) will have an obligation to participate in and share the cost of the Village 1 Infrastructure and Financing Plan but will not have an obligation to contribute towards the costs associated with development and approval of the Specific Plan.

WHEREAS, the COUNTY is willing to sell certain Easements to the CITY for public road, public utilities and landscaping purposes (“**Road Right of Way Easements**”) necessary for the Village 1 expansion and improvement to Oak Tree Lane.

WHEREAS, the COUNTY previously entered into a purchase and sale agreement for the sale of easements to the CITY effective September 5, 2017, which expired without the sale of easements by its own terms on September 5, 2020.

NOW THEREFORE, in consideration of the promises, terms, conditions, and covenants set forth below, the Parties hereby mutually agree as follows: the COUNTY will sell to the CITY Road Right of Way Easements within portions of Parcels 1, 2, and 3 of County’s Property for the expansion of Oak Tree Lane. The COUNTY also intends to quitclaim to the CITY the COUNTY’s fee interest in the existing Oak Tree Lane Parcel APN 021-274-022 adjoining Parcels 1, 2, and 3 of the County Property. The Oak Tree Lane Parcel is currently in use as a public road (Oak Tree Lane) maintained by the CITY.

ARTICLE 1. GENERAL.

- 1.1 Agreement. The above Recitals to this Agreement are true and correct, and this Agreement incorporates by reference all exhibits attached hereto and all schedules and other attachments in the exhibits.
- 1.2 Definitions.
 - 1.2.1 Mixed-Use Property. All the real property described as Parcel 1 (APN 021-274-060 – 301 Oak Tree Lane) 10.5± acres of the County’s Property, as depicted in Exhibit B.
 - 1.2.2 Park Property. All the real property described as Parcel 2 (APN 021-274-061 – 351 Oak Tree Lane) 31.5± acres of the County’s Property, as depicted in Exhibit B.
 - 1.2.3 Corporation Yard Property. All the real property described as Parcel 3 (APN 021-274-062 – 401 Oak Tree Lane) 4± acres of the County’s Property, as depicted in Exhibit B.
 - 1.2.4 Road Right of Way Easements. Easements within portions of Parcels 1 and 2 and 3 to be purchased by the CITY for Oak Tree Lane extension, as depicted in Exhibit C. Easements will consist of Public Road Easements, Public Utility Easements and Landscape Easements.
 - 1.2.5 Oak Tree Lane Parcel. County-owned parcel APN 021-274-022, as described by that Deed recorded in Book 1607 at Page 435, Official Records, Placer County, encompassing the existing Oak Tree Lane roadway from Highway 193 to Parcel 3 (Corporation Yard Property), as depicted in Exhibit C.

- 1.3 Purpose. The purpose of this Agreement is to provide for the sale of the Road Right of Way Easements from portions of Parcels 1, 2, and 3 for the extension of Oak Tree Lane to be granted as “**Easements**” from COUNTY to CITY and for the quitclaim from COUNTY to CITY of the COUNTY’s fee interest in the existing Oak Tree Lane Parcel.
- 1.4 Effective Date. The Effective Date of this Agreement (the “**Effective Date**”) shall be the date upon which the last Party signs the Agreement. The Effective Date shall be immediately communicated to CITY, as buyer, as provided herein, and a fully executed copy of this Agreement shall be delivered to CITY within ten (10) business days following the Effective Date.
- 1.5 Execution and Delivery. The execution and delivery by COUNTY and CITY and the performance under this Agreement, are within COUNTY’s and CITY’s powers and have been duly authorized by all requisite actions. This Agreement constitutes the legal, valid binding and enforceable obligation of COUNTY and CITY.

ARTICLE 2. PURCHASE AND SALE ROAD RIGHT OF WAY EASEMENTS.

- 2.1 Purchase and Sale. Upon the terms and conditions set forth in this Agreement, COUNTY shall sell the Road Right of Way Easements to CITY and CITY shall purchase the Road Right of Way Easements from COUNTY. COUNTY Parcels 1, 2, and 3 are as shown and so designated on that certain Parcel Map No. ESD16-00162 filed for record on June 21, 2016, in Book 35 of Parcel Maps, at Page 107.
The Road Right of Way Easements within Parcels 1, 2, and 3 have been plotted by Frayji Design Group Inc. and are shown on Exhibit C. Frayji Design Group Inc. has estimated the area of the Easements as follows:

Road Right of Way Easements – (Public Road, Public Utility and Landscape Easements) for Oak Tree Lane expansion - One Hundred Twenty-six Thousand Eight Hundred Forty-three (126,843) square feet.
- 2.2 Road Right of Way Easement Boundaries. The COUNTY has the right to review, revise and approve the boundaries of all proposed Easements. The approximate locations and area estimates of the Easements to be granted by the COUNTY to the CITY have been provided by the Frayji Design Group Inc., the Village 1 developer consultant. Prior to granting of Easements, COUNTY will review and approve the easement boundary locations surveyed and staked on Parcel 3, Corporation Yard Property by Frayji Design Group or other COUNTY approved consultant. Once easement locations are approved by COUNTY, COUNTY shall review all grant of easement forms, legal descriptions and, plats prepared for the conveyance of said Road Right of Way Easements. All staking and easement documentation shall be provided at no cost to COUNTY. The Road Right of Way Easements to be granted cannot adversely impact the use and operation of the corporation yard and building. Current access around the building will be maintained. If the proposed easement boundaries adversely impact the COUNTY’s operation, the COUNTY can request that the boundaries of the Easements be revised prior to granting the Easements.

- 2.3 Price. The price for Road Right of Way Easements shall be One Hundred Thousand Seven Hundred Ninety-six and 12/100 Dollars (\$100,796.12) (the “**Purchase Price**”) for 109,561 square feet of Easements. The Parties agree that the Purchase Price has been established as the result of direct negotiations between COUNTY and CITY, is based on Ninety-two Cents (\$0.92) per square foot. If the Easement square footage increases or decreases, the Purchase Price will be revised and based on the actual square footage of the Easements.
- 2.4 Easements Acquisition Funds. The Parties agree that the Village 1 Infrastructure and Financing Plan will provide the funds for the CITY to purchase the Easements. Once the funds are available to the CITY, the COUNTY will proceed with the sale and granting of Easements to the CITY.
- 2.5 Payment. Upon the Close of Sale, CITY shall pay the entire Purchase Price in cash, and as provided for herein.

ARTICLE 3. SALE.

- 3.1 Close of Sale. The “**Close of Sale**”, “**Close**”, “**Closing**” or “**Closing Date**” means the date that the Road Right of Way Easements granted to CITY are recorded in the Official Records of Placer County, California. Close of Sale shall occur on or before two (2) calendar years after Effective Date, or any extension thereto, as mutually agreed upon by both Parties (“**Close of Sale Date**”). COUNTY shall grant Road Right of Way Easements to CITY on the Close of Sale Date in a standard form mutually agreed to by COUNTY and CITY. If performance conditions are not met by the Close of Sale Date, COUNTY or CITY shall have the option to cancel Easement sale and/or terminate this Agreement or extend the Close of Sale Date to a mutually agreed upon date.
- 3.2 Delivery of Documents and Funds; Closing.
- A. COUNTY. At the Close of Sale, COUNTY shall deliver the following item to CITY:
- (1) Grant of Easement Document(s) to be recorded.
- B. CITY. At the Close of Sale, CITY shall deliver the following item to COUNTY:
- (1) The Purchase Price, by cashier’s or certified check or electronic transfer of funds, in lawful money of the United States.

ARTICLE 4. ACKNOWLEDGMENTS.

- 4.1 CITY Acknowledgment. The CITY expressly acknowledges that:

CITY is aware that the COUNTY’s Mixed-Use Property, Park Property and Corporation Yard Property (Parcels 1, 2, and 3) from which the Road Right of Way Easements will be provided were the site of a former Titan 1-A Missile Facility operated by the United States Department of Defense. The missile facility operations included the use of Trichloroethylene (“**TCE**”) which was later detected in the groundwater. The Army Corps of Engineers performed assessments and

partial remediation of the TCE in groundwater, but did not obtain regulatory closure of the site. COUNTY is not responsible for the use, presence, assessment or remediation of TCE at the site. The Central Valley Regional Water Quality Control Board (“**Regional Board**”) is the lead regulatory agency overseeing the site. Environmental monitoring, investigation and remediation results and reports, as well as agency correspondences for the former Titan 1-A Missile Facility are available at the Regional Board’s office in Rancho Cordova, California. Some of the documents can be downloaded and reviewed at the State of California Water Resources Control Board’s GeoTracker website:

http://geotracker.waterboards.ca.gov/profile_report.asp?global_id=T0606189198

4.2 COUNTY Acknowledgment. The COUNTY expressly acknowledges that:

Nothing in this Agreement expresses or implies any liability or responsibility for clean up on behalf of the CITY or the COUNTY related to TCE or other contaminants as referenced in Section 4.1 that may exist at the Close of Sale.

ARTICLE 5. CONDITIONS TO CLOSE OF SALE.

- 5.1 General. The provisions of this Article 5 are conditions to the Close of Sale and, unless otherwise provided expressly or by context, are covenants of the Party responsible for causing the condition to be satisfied. If any of such conditions are not fulfilled on or before the Close of Sale, then, except as otherwise provided in this Agreement, the Party that would have benefited from satisfaction of the condition shall have the right to cancel and terminate this Agreement and the Sale, in which event neither Party shall have any rights or obligations hereunder except as may be expressly provided herein.
- 5.2 CITY’s Conditions to Close Sale. CITY’s obligation to purchase Road Right of Way Easements shall be conditioned upon satisfaction of all of the following:
- A. COUNTY shall have timely performed its obligations under this Agreement.
 - B. All representations of COUNTY set forth in this Agreement shall be true and correct as of the Close of Sale.
- 5.3 COUNTY’s Conditions to Close. COUNTY’s obligation to grant Road Right of Way Easements to CITY shall be conditioned upon satisfaction of all of the following:
- A. CITY’s delivery of the Purchase Price payable to COUNTY pursuant to this Agreement.
 - B. COUNTY’s approval of all final Easement locations and boundaries.
 - C. CITY shall have timely performed all of its obligations under this Agreement.
 - D. All representations of CITY set forth in this Agreement shall be true and correct as of the Close of Sale.

ARTICLE 6. REPRESENTATIONS AND WARRANTIES.

6.1 CITY’s Representations and Warranties.

CITY acknowledges that COUNTY’s execution and performance of this Agreement is made in material reliance by the COUNTY on each and every one of the

representations and warranties made by CITY as set forth in this Agreement. CITY represents and warrants to COUNTY as follows, and CITY covenants that until the expiration or earlier termination of this Agreement, upon learning of any fact or condition which would cause any of the warranties and representations in this Section 6.1 not to be true, CITY shall immediately give written notice of such fact or condition to COUNTY.

CITY represents and warrants to COUNTY that as of the Effective Date and as of the Closing Date all of the following are and shall be true:

- (a) Authority. CITY has full power and authority to execute and deliver this Agreement and all other documents or instruments executed and delivered by CITY, or to be executed and delivered by CITY pursuant to, or in connection with, this Agreement, and to perform and observe the terms and provisions of all of the foregoing.
- (b) Authority of Persons Executing Documents. This Agreement and all other documents or instruments that have been or that will be executed and delivered by CITY pursuant to or in connection with this Agreement, have been or will be executed and delivered by persons who are duly authorized to execute and deliver the same for and on behalf of CITY, and all actions required under CITY's organizational documents and applicable governing law for the authorization, execution, delivery and performance of this Agreement and all other documents or instruments that have been or that will be executed and delivered by CITY pursuant to or in connection with this Agreement, have been duly taken or will have been duly taken (to the extent such actions are required) as of the date of execution and delivery of such documents.
- (c) Valid and Binding Agreements. This Agreement and all other documents or instruments which have been or that will be executed and delivered by CITY pursuant to or in connection with this Agreement constitute or, if not yet executed or delivered, will when so executed and delivered, constitute legal, valid and binding obligations of CITY, enforceable in accordance with their respective terms, subject to laws affecting creditors' rights and principles of equity.
- (d) No Breach of Law or Agreement. Neither the execution nor delivery of this Agreement or any other documents or instruments that have been or that will be executed and delivered by CITY pursuant to or in connection with this Agreement, nor the performance of any provision, condition, covenant or other term hereof or thereof, will conflict with or result in a breach of any statute, rule or regulation, or any judgment, decree or order of any court, board, commission or agency binding on CITY, or any provision of the organizational documents of CITY, or will conflict with or constitute a breach of or a default under any agreement to which CITY is a Party.
- (e) Pending Proceedings. CITY is not in default under or in violation of any law or regulation or under any order of any court, board, commission or agency whatsoever, and to the current actual knowledge of CITY's representatives, there are no claims, actions, suits or proceedings pending or threatened against or affecting CITY or Road Right of Way Easements, at law or in equity, before or by

any court, board, commission or agency. CITY is not the subject of any bankruptcy or insolvency proceeding, and no general assignment or general arrangement for the benefit of creditors or the appointment of a trustee or receiver to take possession of all or substantially all of CITY's assets has been made.

6.2 COUNTY's Representations and Warranties.

COUNTY acknowledges that CITY's execution and performance of this Agreement is made in material reliance by the CITY on each and every one of the representations and warranties made by COUNTY as set forth in this Agreement. COUNTY represents and warrants to CITY as follows, and COUNTY covenants that until the expiration or earlier termination of this Agreement, upon learning of any fact or condition which would cause any of the warranties and representations in this Section 6.2 not to be true, COUNTY shall immediately give written notice of such fact or condition to CITY.

COUNTY represents and warrants to CITY that as of the Effective Date and as of the Closing Date all of the following are and shall be true:

- (a) Authority. COUNTY has full power and authority to execute and deliver this Agreement and all other documents or instruments executed and delivered by COUNTY, or to be executed and delivered by COUNTY pursuant to, or in connection with, this Agreement, and to perform and observe the terms and provisions of all of the foregoing.
- (b) Authority of Persons Executing Documents. This Agreement and all other documents or instruments that have been or that will be executed and delivered by COUNTY pursuant to or in connection with to this Agreement, have been or will be executed and delivered by persons who are duly authorized to execute and deliver the same for and on behalf of COUNTY, and all actions required under COUNTY's organizational documents and applicable governing law for the authorization, execution, delivery and performance of this Agreement and all other documents or instruments that have been or that will be executed and delivered by COUNTY pursuant to or in connection with this Agreement, have been duly taken or will have been duly taken (to the extent such actions are required) as of the date of execution and delivery of such documents.
- (c) Valid and Binding Agreements. This Agreement and all other documents or instruments which have been or that will be executed and delivered by COUNTY pursuant to or in connection with this Agreement constitute or, if not yet executed or delivered, will when so executed and delivered, constitute legal, valid and binding obligations of COUNTY, enforceable in accordance with their respective terms, subject to laws affecting creditors' rights and principles of equity.
- (d) No Breach of Law or Agreement. Neither the execution nor delivery of this Agreement or any other documents or instruments that have been or that will be executed and delivered by COUNTY pursuant to or in connection with this Agreement, nor the performance of any provision, condition, covenant or other term hereof or thereof, will conflict with or result in a breach of any statute, rule or regulation, or any judgment, decree or order of any court, board, commission or

agency binding on COUNTY, or any provision of the organizational documents of COUNTY, or will conflict with or constitute a breach of or a default under any agreement to which COUNTY is a Party.

(e) Pending Proceedings. COUNTY is not in default under or in violation of any law or regulation or under any order of any court, board, commission or agency whatsoever, and to the current actual knowledge of COUNTY's representatives, there are no claims, actions, suits or proceedings pending or threatened against or affecting COUNTY or Road Right of Way Property, at law or in equity, before or by any court, board, commission or agency. COUNTY is not the subject of any bankruptcy or insolvency proceeding, and no general assignment or general arrangement for the benefit of creditors or the appointment of a trustee or receiver to take possession of all or substantially all of COUNTY's assets has been made.

ARTICLE 7. TEMPORARY CONSTRUCTION EASEMENTS AND OAK TREE LANE PARCEL.

- 7.1 Temporary Construction Easements or Encroachment Permits. After the granting of Road Right of Way Easements, CITY may require access to County's Property to work on or access the Road Right of Way. At COUNTY discretion and at no fee to the CITY or a Village 1 developer, CITY or a Village 1 developer will obtain temporary easements or encroachment permits from COUNTY to access or use County's Property. The temporary easements or encroachment permits will be obtained prior to accessing the County's Property.
- 7.2 Property Restoration. Granting of the Road Right of Way Easements and construction of the roadways may require alterations to County's Property subject to Section 7.1. Construction may include alterations to access, landscaping and irrigation, fencing and security of property, pavement, and utilities. Subject to the COUNTY's reasonable satisfaction during and after construction, CITY will provide both temporary and permanent access and security fencing to County's Property and perform restoration to the condition existing at the time the CITY or a Village 1 developer commences work of all County's Property and items affected at no cost to COUNTY. The COUNTY shall allow Village 1 developers and the CITY access to County's Property to conform, taper and modify roads to existing County land including modifications to entry, drainage improvements or screening improvements. Any improvements are subject to COUNTY approval and will be performed at no cost to the COUNTY.
- 7.3 Existing Oak Tree Lane Parcel Quitclaim. Upon the terms and conditions set forth in this Agreement, COUNTY shall Quitclaim COUNTY's fee interest to CITY in parcel APN 021-274-022 encompassing the existing Oak Tree Lane roadway from Highway 193 to Parcel 3 (Corporation Yard Property) as depicted in Exhibit C. The CITY agrees to accept fee title to this parcel which will continue to be used as a public road maintained by the CITY.

ARTICLE 8. TERMINATION.

- 8.1 Agreement Termination Provisions. Either Party to this Agreement may elect to terminate this Agreement in the event of the following conditions not being met, with no further obligations of any Party. The Agreement will be terminated if either Party does not fulfill the Conditions to Close of Sale as specified in Article 5. This Agreement may be terminated by the mutual written consent of COUNTY and CITY.
- 8.2 COUNTY's Termination. COUNTY may elect to terminate this Agreement at the discretion of the Placer County Board of Supervisors if a legal judgment impacts the dedication of Road Right of Way Easements.
- 8.3 Agreement Expiration. The Agreement will be terminated if Sale of Road Right of Way Easements is not closed within two (2) calendar years of the Effective Date. The Parties may, by mutual written agreement, extend the termination date of this Agreement.

ARTICLE 9. MISCELLANEOUS.

9.1 Notices.

- (A) Any notice, demand, request or other communication or document to be provided to the Parties pursuant to this Agreement ("Notice") shall be in writing and shall be given to the Party at its address and/or facsimile number set forth below, or such other address or facsimile number as the Party may later specify for that purpose by notice delivered to the other Party in accordance with this Section 9.1. Notices shall, for all purposes, be deemed given and received:
- (1) If given by facsimile, when the facsimile is transmitted to the Party's facsimile number specified below and confirmation of complete receipt is received by the transmitting Party during normal business hours or on the next business day if not confirmed during normal business hours;
 - (2) If hand-delivered to a Party against receipted copy, when the copy of Notice is received;
 - (3) If given by a nationally-recognized and reputable delivery service, the day on which the Notice is actually received by the Party; or
 - (4) If given by any other means, or if given by certified mail, return receipt requested, postage prepaid, two business days after it is posted with the United States Postal Service or conveyed to other common carrier, at the address of the Party specified below:

If to CITY:

City of Lincoln
 Attention: Director of Community Development
 600 Sixth Street
 Lincoln, CA 95648
 Phone No. (916) 434-3241
 Facsimile No. (916) 645-3552

If to the COUNTY:

County of Placer
Facilities Management – Real Estate Services
Attention: Property Manager
11467 C Avenue
Auburn, CA 95603
Phone No. (530) 886-4900
Facsimile No. (530) 889-6857

Copies on any Notice to COUNTY shall also be sent to:

County of Placer
Office of County Counsel
175 Fulweiler Avenue
Auburn, CA 95603
Facsimile No. (530) 889-4069

- (B) If any Notice is sent by facsimile, the transmitting Party as a courtesy may send a duplicate copy of the Notice to the other Party by regular mail. In all events, however, any Notice sent by facsimile transmission shall govern all matters dealing with delivery of the Notice, including the date on which the Notice is deemed to have been received by the other Party.
 - (C) The provisions above governing the date on which a Notice is deemed to have been received by a Party to this Agreement shall mean and refer to the date on which a Party to this Agreement, and not its counsel or other recipient, to which a copy of the Notice may be sent, is deemed to have received the Notice.
 - (D) If Notice is tendered under the provisions of this Agreement and is refused by the intended recipient of the Notice, the Notice shall nonetheless be considered to have been given and shall be effective as of the date provided in this Agreement. Anything to the contrary notwithstanding, any Notice given to either Party in a manner other than that provided in this Agreement that is actually received by the noticed Party, shall be effective with respect to such Party on receipt of the Notice.
- 9.2 Brokers. Each Party represents and warrants that it has not entered into any agreement, and has no obligation, to pay any real estate commission, finder's fee or other compensation (collectively "**Commission**") in connection with the transactions contemplated by this Agreement.
- 9.3 Interpretation. Headings at the beginning of each paragraph and subparagraph are solely for the convenience of the Parties and are not a part of the Agreement. Whenever required by the context of this Agreement, the singular shall include the plural and the masculine shall include the feminine, and vice versa. This Agreement has been drafted on the basis of mutual contribution of language and is

not to be construed against any Party hereto as being the drafter or causing the same to be drafted. Unless otherwise indicated, all references to paragraphs, sections, subparagraphs and subsections are to this Agreement.

- 9.4 Time of Essence. COUNTY and CITY 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. An extension of time for performance of any obligation or act shall not be deemed an extension of the time for performance of any other obligation or act, and no extension shall be valid unless in writing and executed by the waiving Party.
- 9.5 Integration; Exhibits; Amendments; Waivers. This Agreement, together with the exhibits attached hereto or referenced herein, contains the entire agreement of the Parties with respect to the subject matter hereof, and supersedes any prior written or oral agreements concerning the purchase of easements or the dedication of Right of Way. There are no representations, agreements, arrangements or understandings, oral or written, relating to the subject matter which are not fully expressed herein. All exhibits to which reference is made in this Agreement are incorporated in this Agreement by the respective references to them, whether or not they are actually attached. Reference to "this Agreement" includes matters incorporated by reference. This Agreement may be amended, modified or supplemented only by a written instrument signed by all Parties. No waiver of any breach of any covenant or provision of this Agreement shall be deemed a waiver of any other covenant or provision hereof, and no waiver shall be valid unless in writing and executed by the waiving Party.
- 9.6 Additional Documents. From time to time prior to and after the Close of Sale, each Party shall execute and deliver such instruments of transfer and other documents as may be reasonably requested by the other Party to carry out the purpose and intent of this Agreement.
- 9.7 Governing Law; Venue. The Parties hereto acknowledge that this Agreement has been negotiated and entered into in the State of California. The Parties hereto expressly agree that this Agreement shall be governed by, interpreted under and construed and enforced in accordance with laws of the State of California. Venue for any disputes shall be the Superior Court for the State of California, Placer County. The Parties hereby waive any federal court removal rights and/or rights based on original jurisdiction that they may have.
- 9.8 Severability. If any provision of this Agreement shall be determined by a court of competent jurisdiction to be invalid or unenforceable, the remaining provisions of this Agreement shall not be affected thereby.
- 9.9 No Third Party Beneficiaries. Nothing in this Agreement is intended to or shall confer upon any person, other than the Parties and their respective successors and assigns, any rights or remedies hereunder.
- 9.10 Calculation of Time Periods. If any date for performance under this Agreement falls on a Saturday, Sunday or bank holiday, then the date for performance shall be the

next day which is not a Saturday, Sunday or bank holiday, and the next time period shall be calculated from and after the date of such actual performance. Unless specifically described herein as calendar days, all time periods shall be calculated as business days.

- 9.11 Representation. Each Party acknowledges that it has had the opportunity to review this Agreement with an attorney, and has either done so, or knowingly declined the opportunity to do so.
- 9.12 Counterparts. This Agreement may be executed in counterparts.
- 9.13 Successors and Assigns. This Agreement and the rights and obligations contained herein shall be binding on the successors, heirs and assigns of the Parties.

SIGNATURES ON FOLLOWING PAGE.

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

CITY: City of Lincoln

By: _____ Date: _____
City Manager

Approval as to form

By: _____ Date: _____
City Attorney

COUNTY: County of Placer

By: _____ Date: _____
Chair, Board of Supervisors

As authorized by Placer County Board
Resolution No:

Approval as to form

By: _____ Date: _____
County Counsel

Attachments:

Exhibit A: County's Property within Village 1 Specific Plan Area

Exhibit B: County's Property Three Parcels

Exhibit C: Map of Road Right of Way Easements and Oak Tree Lane APN 021-274-022

**EXHIBIT A
COUNTY'S PROPERTY WITHIN VILLAGE 1 SPECIFIC PLAN AREA**

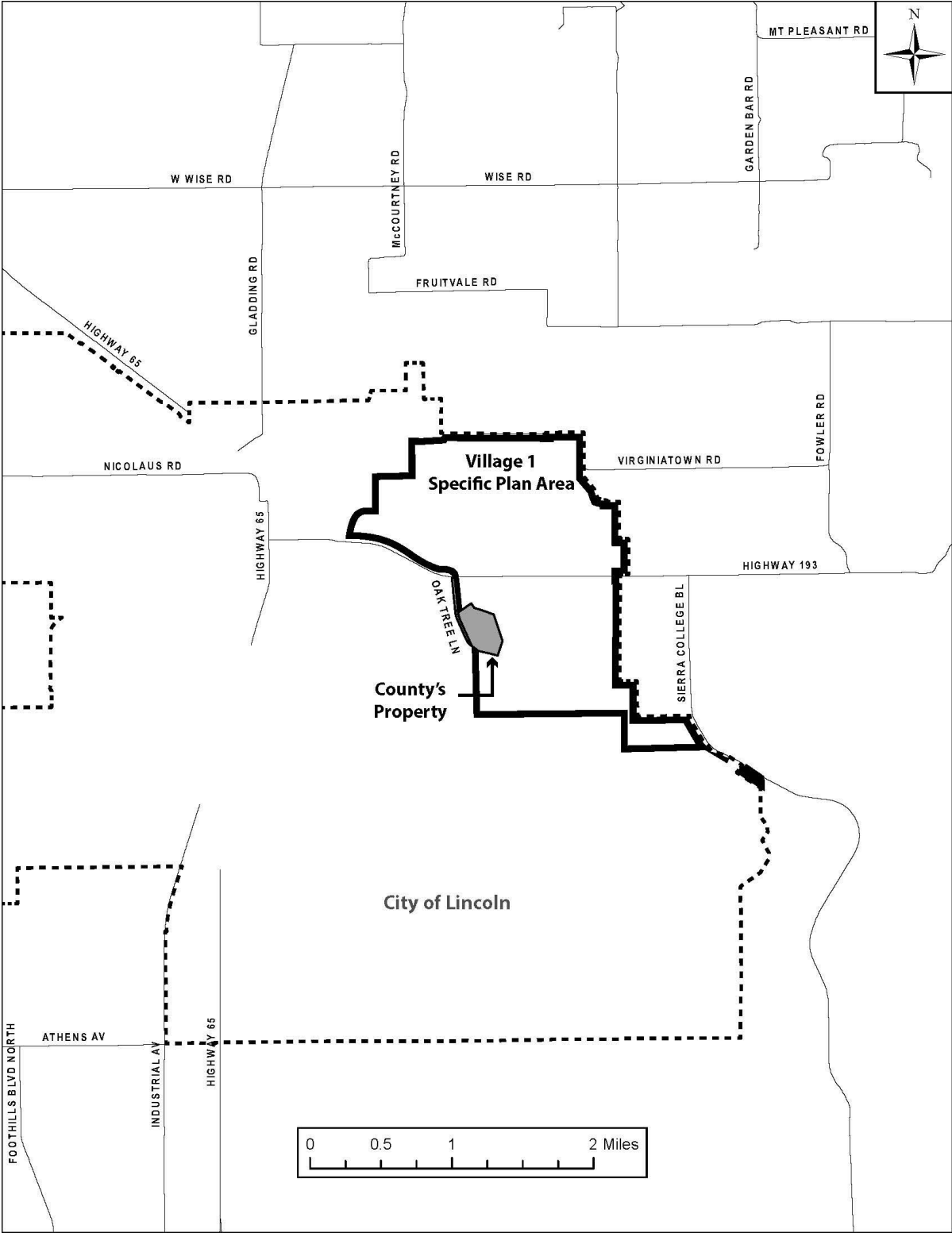


EXHIBIT B COUNTY'S PROPERTY THREE PARCELS

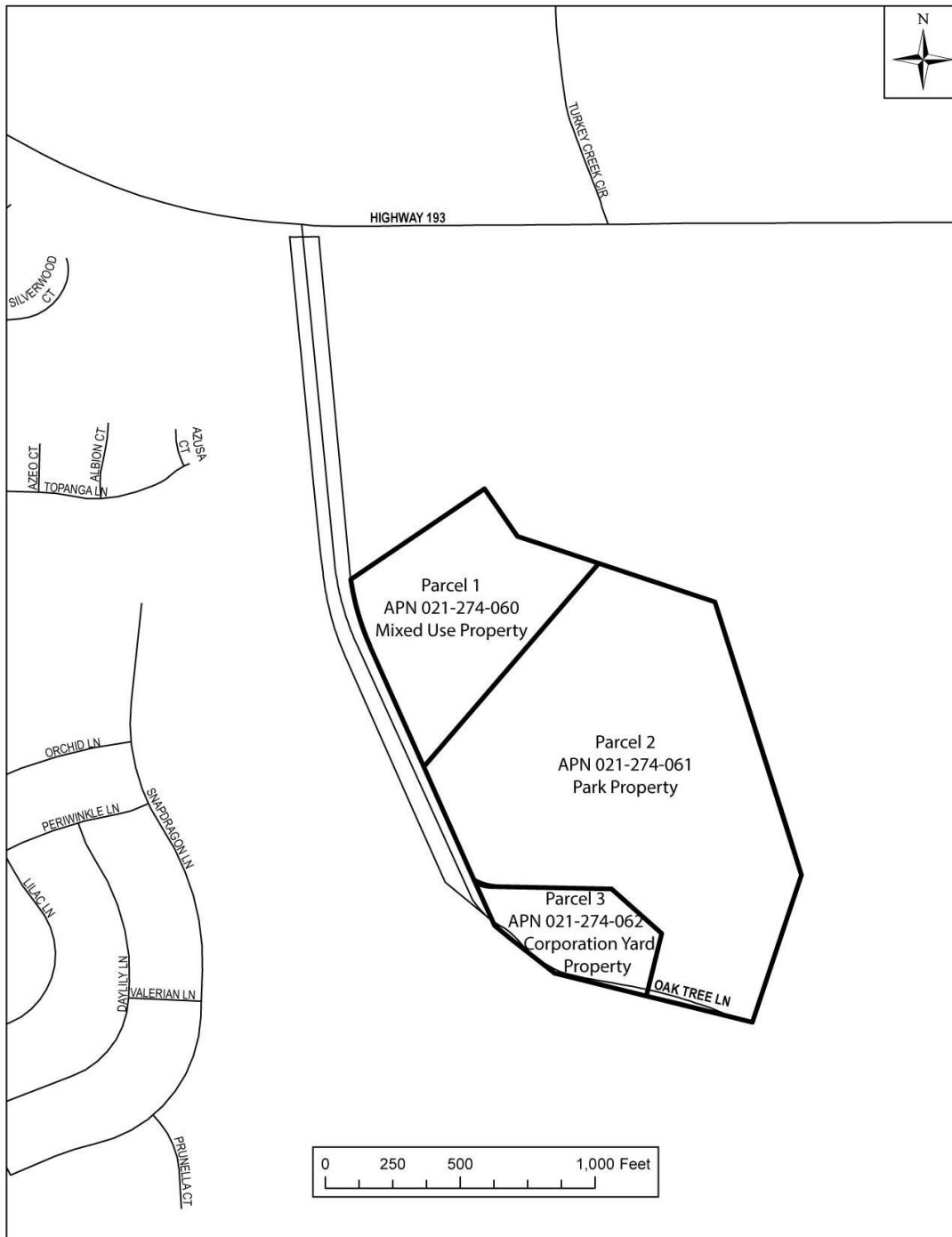


EXHIBIT C MAP OF ROAD RIGHT OF WAY EASEMENTS AND OAK TREE LANE APN 021-274-022

