

## **PURCHASE AND SALE AGREEMENT ROHRER REAL PROPERTY**

This PURCHASE AND SALE AGREEMENT (the "Agreement") is made by and between the COUNTY OF PLACER, a political subdivision of the State of California (the "COUNTY") and David G. Rohrer and Aimee R. Rohrer Family Trust (the "SELLER"), who agree as follows:

### **ARTICLE 1. GENERAL.**

- 1.01 Definitions. Capitalized terms used in this Agreement which are not defined in this Agreement shall have the meanings ascribed to them by the section in which such term is defined. This Agreement includes all exhibits, schedules and other attachments in the exhibits. COUNTY and SELLER are sometimes hereinafter each singularly referred to as "PARTY" and collectively referred to as the "PARTIES."
- 1.02 Purchase Property. SELLER is the owner of certain real property ("Purchase Property") located in the Big Hill area of Placer County, California as depicted on Exhibit A, consisting of a 140-acre parcel (Placer County Assessor's Parcel No. 026-081-037-000) The Purchase Property shall also include the SELLER's interest in any and all privileges and appurtenances pertaining to the Purchase Property, including any right, title, and interest of SELLER in or to adjacent roadways, easements or right(s) of way.
- 1.03 Purpose.
  - A. Purchase Property. This Agreement provides for the purchase and sale of the Purchase Property as conveyed through a Grant Deed from SELLER to COUNTY. The acquisition of the Purchase Property will build on existing conservation efforts in the Big Hill area by protecting significant natural resources and preserving open space areas.
- 1.04 Effective Date. The Effective Date of this Agreement (the "Effective Date") shall be the date upon which the last PARTY signs the Agreement. A fully executed copy of this Agreement shall be delivered to the other PARTY within five (5) days following the Effective Date.
- 1.05 Execution and Delivery. The execution and delivery by SELLER and COUNTY and the performance under this Agreement, are within SELLER's and COUNTY's powers and have been duly authorized by all requisite actions. This Agreement constitutes the legal, valid, binding and enforceable obligation of SELLER and COUNTY.

### **ARTICLE 2. PURCHASE AND SALE.**

- 2.01 Purchase and Sale. SELLER shall sell the Purchase Property to the COUNTY and the COUNTY shall purchase the Purchase Property from SELLER on the terms and conditions specified in this Agreement.

- 2.02 Price. The purchase price for the Purchase Property shall be One Million and No/100 Dollars (\$1,000,000.00) (the "Purchase Price").
- 2.03 Payment. Upon the Close of Escrow, the entire Purchase Price shall be paid in cash, and as provided for hereunder.
- 2.04 First Right of Refusal. For valuable consideration received and identified in Sections 2.02 and 2.03 above, SELLER agrees to provide the COUNTY with a SELLER signed, First Right of Refusal acceptable to COUNTY in form and terms, to purchase two adjacent properties to the Purchase Property. The properties are identified as APNs: 026-081-038-000 (100 acres) and 026-081-039-000 (60 acres). SELLER will provide COUNTY notice of their intent to sell the properties offering the COUNTY the First Right of Refusal to purchase the properties.
- 2.05 Removal of Solar Wireless Installation. Prior to close of escrow, SELLER shall cause to be completely removed, the Solar Wireless Installation located on the Purchase Property.

### **ARTICLE 3. ESCROW.**

- 3.01 Escrow Opening. The purchase and sale of the Purchase Property shall be consummated by means of an escrow to be opened at Placer Title Company, Order No. P-533962, Attention Debbie Yue, 193 Fulweiler Avenue, Auburn CA 95603, Telephone (530) 885-7722, Fax (866) 885-1592, ("Escrow Holder") within five working days following the Effective Date.
- 3.02 Escrow Instructions. The escrow instructions given to Escrow Holder shall be consistent with the terms of this Agreement and, as between the PARTIES, the terms of this Agreement shall prevail if there is any inconsistency, unless any instruction specifically states that it is intended to supersede a provision of this Agreement (or unless the typewritten rather than printed portion of the instructions specifically provides for the contrary).
- 3.03 Close of Escrow. "Close," "Close of Escrow", "Closing", or "Closing Date" shall be defined as the date that the Grant Deed conveying the Purchase Property is recorded in the Official Records of Placer County, California. Close of Escrow shall occur on or before ten (10) calendar days after the property investigative period set forth in Section 4.08. If performance conditions as set forth in Article 4 are not met by Close of Escrow, COUNTY, at the COUNTY's sole discretion, shall have the option to cancel Escrow and terminate this Agreement or extend the Close of Escrow date to a mutually agreed upon date. The COUNTY shall notify the SELLER of its intent to exercise this option ten (10) calendar days prior to the Close of Escrow date.
- 3.04 Escrow Costs and Expenses. COUNTY shall pay any recording fees. SELLER shall pay any transfer taxes and all costs to place the Purchase Property in the condition for conveyance required by this Agreement. COUNTY and SELLER shall each pay one-half (1/2) of the cost for Escrow and for a California Land Title Association (CLTA) Standard Coverage Policy with liability not exceeding the total Purchase Price. The COUNTY shall pay cost for any coverage in excess of such CLTA Standard Coverage Policy. COUNTY and the SELLER shall each pay its

own legal and professional fees, and fees of other consultants incurred with regard to this transaction. SELLER shall pay any and all real estate commissions due, if any, associated with this Purchase Property sale to the extent provided in Section 7.02.

3.05 Taxes/Assessments. All real estate taxes, assessments and any similar charges imposed upon the Purchase Property by Placer County, or any governmental or special district, organization or body shall be prorated as of the Close of Escrow, on the basis of a 30-day month.

3.06 Delivery of Documents and Funds.

A. By SELLER. Prior to and as a condition to the Close of Escrow, SELLER shall:

- (1) Deposit with Escrow Holder the Grant Deed conveying the Purchase Property to COUNTY, fully executed and notarized;
- (2) Deposit with Escrow Holder a Transferor's Certificate of Nonforeign Status pursuant to Section 1445 of the Internal Revenue Code of 1986, as amended, certifying that SELLER is not a foreign person;
- (3) Deposit with Escrow Holder California Form 593C, Withholding Exemption Certificate for Real Estate Sales;
- (4) Deposit with Escrow Holder Extinguishment of Notice of Consent to Use Land by David G. Rohrer and Aimee R. Rohrer, recorded March 12, 2002, Series No. 2002-0027720;
- (5) Deposit with Escrow Holder a SELLER signed and acceptable to COUNTY in form and terms, Right of First Refusal offering the COUNTY the First Right of Refusal to purchase the properties identified as APNs: 026-081-038-000 (100 acres) and 026-081-039-000 (60 acres);
- (6) Execute and deliver to Escrow Holder such other instructions and documents as may be required by Escrow Holder to close escrow in accordance with this Agreement.

B. By COUNTY. Prior to and as a condition to Close of Escrow, the COUNTY shall:

- (1) Deposit with Escrow Holder the Purchase Price in accordance with Article 2, plus or minus allowable prorations, by cashier's or certified check or electronic transfer of federal funds to Escrow Holder;
- (2) Execute and deliver to Escrow Holder such other instructions, documents and funds as may be required by Escrow Holder to close escrow in accordance with this Agreement;
- (3) Deposit with Escrow Holder a written statement that all of COUNTY's conditions precedent to Close of Escrow set forth in Section 4.11 have been satisfied.

C. By Escrow Holder. When all conditions for the Close of Escrow have been met, Escrow Holder shall promptly:

- (1) Disburse the Purchase Price as directed in writing by SELLER, after deducting therefrom all items chargeable to the account of SELLER pursuant to this Agreement;
- (2) Cause the Grant Deed for the Purchase Property to the COUNTY to be recorded in the Official Records of Placer County;
- (3) Cause the Notice of Consent to Use Land by David G. Rohrer and Aimee R. Rohrer, recorded March 12, 2002, Series No. 2002-0027720 to be extinguished and so recorded in the Official Records of Placer County;
- (4) Deliver to the COUNTY a CLTA Owners Standard Coverage Policy insuring title in the COUNTY subject only to exceptions consistent with the terms of this Agreement.

#### **ARTICLE 4. CONDITIONS TO CLOSE ESCROW.**

- 4.01 General. The provisions of this Article 4 are conditions to the Close of Escrow 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 by either the date stated, or, where no specific date is stated, on or before the Close of Escrow, then, except as otherwise provided in this Agreement, the PARTY benefited by the condition shall have the right to cancel and terminate this Agreement and the Escrow, in which event all rights and obligations of the COUNTY and SELLER hereunder shall be terminated and be of no further force and effect and all funds and instruments deposited into escrow shall be returned to the PARTY who deposited the same.
- 4.02 Title; Title Policy. At the Close of Escrow, SELLER shall convey the Purchase Property to the COUNTY, subject only to the "Permitted Exceptions" defined below.
- 4.03 Preliminary Report; the COUNTY's Title Notice. The COUNTY acknowledges that it has received a Preliminary Report and a legible copy of all documents referred to in the Preliminary Report (collectively, the "Title Documents"). SELLER shall convey to COUNTY the Purchase Property free and clear of all monetary liens or encumbrances, including deeds of trust except: a) the lien for non delinquent real property taxes; b) the standard printed exceptions or exclusions on the form of title insurance policy issued pursuant to Section 4.04; and c) any other matters approved in writing by COUNTY.
- 4.04 COUNTY's Review of Title. Within ten (10) working days of the Effective Date, COUNTY shall notify SELLER in writing as to whether COUNTY approves or disapproves the condition of title of the Purchase Property. If COUNTY disapproves the condition of title of the Purchase Property, then within five (5) working days after such notice of disapproval, SELLER shall notify COUNTY as to whether SELLER will agree to eliminate the title matters to which COUNTY objected. COUNTY's failure to give such written notice of approval or disapproval to SELLER shall be deemed to be complete approval. If SELLER and COUNTY agree upon the timing and manner of eliminating such objectionable title or survey matters, then SELLER shall be obligated to deliver title to the Purchase Property in the condition agreed upon. If COUNTY determines, based on written documentation that SELLER has exercised reasonable and good faith efforts, that it

will be unable to remove any exception objected to by the COUNTY by the Close of Escrow, COUNTY may elect to either terminate this Agreement, or to waive the COUNTY's objection. All title matters accepted by COUNTY pursuant to this paragraph shall be defined as "Permitted Exceptions."

- 4.05 COUNTY's Title Policy. The title insurance policy issued at the Close of Escrow (the "COUNTY Title Policy") shall be a CTLA Standard Coverage Policy with or an ALTA Extended Coverage Policy if the COUNTY so requests with liability in the amount of the Purchase Price, insuring title to the Purchase Property in the COUNTY subject only to: (1) the Permitted Exceptions; and (2) the printed exceptions and exclusions common to CTLA Coverage policies other than the "arbitration" provision, which shall be deleted.
- 4.06 Taxes. Taxes shall be apportioned and cleared in the manner required by Section 5081, et seq., of the California Revenue and Taxation Code; the date of apportionment shall be the same as the time of Close of Escrow.
- 4.07 Delivery of SELLER's Documents. Within five (5) working days after the Effective Date of this Agreement, SELLER shall deliver copies of all tests, surveys, maps, plans, records, permits, correspondence reports or other materials affecting the Purchase Property which are within the SELLER's possession or control and which have not already been provided to the COUNTY.
- 4.08 Due Diligence Investigation Period. COUNTY shall have ninety (90) days following the Effective Date of this Agreement to investigate the physical and title condition of the Purchase Property in conformance with the Limited Right of Entry provisions of Article 5, at its sole expense, to determine in the COUNTY's sole and absolute discretion, the suitability of the Purchase Property for its intended uses (the "Investigation Period"). Such investigations may include boundary surveys, environmental assessments, soil tests, topography studies, etc. Copies of reports resulting from the work performed under this Agreement shall, at the SELLER's sole discretion and request, be provided to the SELLER at no cost.
- 4.09 Environmental Inspection of the Property.
- A. Before the Close of Escrow, COUNTY and any respective employees, agents and consultants, by appointment, may enter upon the Purchase Property to conduct such inspections and investigations as may be deemed appropriate, including, without limitation, environmental assessment of the soils and waters on the Purchase Property at COUNTY's cost and expense. Said inspection shall be subject to Article 5 herein.
- B. In the event that any condition or matter concerning the Purchase Property shall exist which is unacceptable to COUNTY (an "Unacceptable Matter" or Unacceptable Matters"), in COUNTY's sole discretion, COUNTY shall notify SELLER, prior to Close of Escrow of such Unacceptable Matter or Matters. Upon receipt, the SELLER shall have five (5) days to notify COUNTY of its intention to cure or not to cure any Unacceptable Matter or Matters raised by COUNTY. If the Unacceptable Matter or Matters are susceptible to being cured by SELLER, SELLER shall have, upon receipt of COUNTY's notification, until the Close of Escrow to: (i) cure the Unacceptable Matter or Matters or diligently commence curing the same. The PARTIES may, by

mutual agreement, consent to extend the Close of Escrow Date until such Unacceptable Matter or Matters are cured. Unless otherwise agreed upon, the cost to cure any Unacceptable Matter or Matters shall be at SELLER's expense. In the event the SELLER is unable or unwilling to cure the Unacceptable Matter or Matters, COUNTY may either: (i) terminate this Agreement; or (ii) waive the Unacceptable Matter or Matters and agree to Close of Escrow. In the event that COUNTY shall terminate this Agreement due to an Unacceptable Matter, such termination will be without liability to either PARTY.

- 4.10 Performance. SELLER and COUNTY shall have timely performed all of their obligations under this Agreement.
- 4.11 COUNTY's Conditions to Close Escrow. COUNTY's obligation to purchase and the Close of Escrow shall be conditioned on all of the following; 1) COUNTY's written acceptance of the condition of title for the Purchase Property pursuant to Section 4.04 herein; 2) COUNTY's written acceptance of Purchase Property condition following the COUNTY's inspection of the Purchase Property pursuant to Section 4.08 and Article 5 herein; 3) COUNTY's written acceptance of the environmental condition of the property pursuant to Section 4.09 and Article 5 herein; and, 4) SELLER's removal of Solar Wireless Installation from the Purchase Property; 5) COUNTY's approval in form and terms of SELLER's signed Right of First Refusal offering the COUNTY the First Right of Refusal to purchase APNs: 026-081-038-000 (100 acres) 026-081-039-000 (60 acres); and 6) COUNTY's approval of SELLER's documents, as provided for in Section 4.07 herein.
- 4.12 Possession. SELLER shall deliver possession of the Purchase Property to COUNTY at Close of Escrow.

## **ARTICLE 5. COUNTY LIMITED RIGHT OF ENTRY.**

- 5.01 General. Terminating at Close of Escrow, the COUNTY shall have the right, upon twenty-four (24) hours notice as provided herein, to enter onto the Purchase Property to conduct inspections, tests, surveys and other studies as the COUNTY may deem necessary (the "Work"). Such notice shall be served by COUNTY to SELLER at the Notice email addresses provided in Section 7.01.
- 5.02 Permits. COUNTY shall be responsible for obtaining any required permits for all Work performed on the Purchase Property. All Work shall be performed in compliance with all applicable laws and regulations. COUNTY shall be responsible for performing all Work on the Purchase Property in a safe, professional manner, and shall take all reasonable precautions to avoid damage to the Purchase Property. COUNTY shall be solely responsible for any damage that occurs to the Purchase Property or to adjacent properties caused by the Work. Upon the completion of the Work, all debris generated by COUNTY's Work, shall be removed from the Purchase Property by COUNTY, and disposed of in an appropriate and legal manner.
- 5.03 No Interference. Neither COUNTY nor its contractors shall interfere with any ongoing, or future, operations of the SELLER, its agents, or its contractors.

- 5.04 COUNTY's Sole Cost. All Work shall be performed under the direction of COUNTY, at the sole cost of COUNTY, and COUNTY is responsible for payment of contractors, subcontractors and costs of lawful disposal of all materials.
- 5.05 Tools and Equipment. All tools, equipment and vehicles used to perform the Work shall be the property of, or hired by, the COUNTY and shall be removed promptly upon completion of the Work.
- 5.06 Indemnification. COUNTY agrees to indemnify and defend SELLER and hold it and the Purchase Property harmless from any costs or liability relating to personal injury, physical property damage and/or mechanics' liens, and attorney's fees related thereto, incurred by reason of such investigations, and to repair any damages caused to the Purchase Property by reason of any entry or investigation thereof.
- 5.07 Limitation. Notwithstanding the foregoing, however, the COUNTY shall not be obligated to defend or indemnify the SELLER, nor repair any damage attributable in whole or in part to any one or more of the following: (1) the discovery of Hazardous Materials (as defined in Article 8) on the Purchase Property; (2) a pre-existing latent defect in the Purchase Property; and (3) the act or omission of SELLER or its agents.
- 5.08 Hazardous Materials. In addition to the foregoing general indemnification obligations and without in any way limiting it, COUNTY agrees to indemnify, defend, and hold SELLER harmless from any costs, damages, claims, liabilities and judgments arising from any past, present or future acts or omissions of COUNTY, its employees, agents, contractors or lessees, arising out of or in connection with COUNTY's Work under this Agreement or subsequent property possession which may hereafter result in a violation of federal, state and local laws and regulations which are applicable and are related to the release on or into land, property and other interests of SELLER of asbestos and/or another hazardous substance(s) as defined by federal or state environmental laws.
- 5.09 Judgment. If any judgment is rendered against the SELLER for any injury, death or damage caused by COUNTY or resulting from the activities allowed pursuant to this Agreement, COUNTY shall at their expense satisfy and discharge any judgment.
- 5.10 Sole Negligence. Neither of the foregoing paragraphs shall be applicable if the injury, death or damage is caused by the SELLER's sole negligence.

## **ARTICLE 6. REPRESENTATIONS AND WARRANTIES.**

- 6.01 Representations and Warranties in General. SELLER acknowledges that the execution of this Agreement by the COUNTY is made in material reliance by the COUNTY on each and every one of the representations and warranties made by SELLER in Section 6.02. The COUNTY acknowledges that the execution of this Agreement by SELLER is made in material reliance by the SELLER of each and every one of the representations and warranties made by COUNTY in Section 6.03. Such disclosures shall include but not be limited to information regarding present and future zoning and environmental matters affecting the Purchase Property, and regarding the condition of the Purchase Property, including, but not limited to, wetlands, structural, mechanical, and soils conditions, the presence and location of

asbestos, PCB transformers, other toxic hazardous or contaminated substances, and underground storage tanks, in, on, or about the Purchase Property.

6.02 SELLER's Representations and Warranties. SELLER represents and warrants to the COUNTY that to the best of SELLER's knowledge, each and every one of the matters set forth in this Section 6.02 are true and correct as of the Close of Escrow.

- (A) No Underground Tanks; No Releases. SELLER has not, and to SELLER's knowledge, no previous owner has used or installed any underground tanks on the Purchase Property or used any portion of the Purchase Property for the release, dumping, storage, processing, disposal or use of Hazardous Materials. SELLER is unaware of any Hazardous Materials present and is unaware of any release or discharge of Hazardous Materials in, upon, on or below any portion of the Purchase Property, including, but not limited to, soils, groundwater or surface water in and around the Purchase Property. Seller has received no written notice of any Hazardous Materials present or any release or discharge of Hazardous Materials in, upon, or below any portion of the Purchase Property in violation of applicable law.
- (B) No Violations; No Notice. SELLER represents and warrants that, to the best of SELLER's knowledge, as of the Close of Escrow, the Purchase Property will not be in violation of any federal, state or local law, ordinance or regulation relating to industrial hygiene or to the environmental conditions on, or under or about the Purchase Property, including, but not limited to, soil and groundwater conditions. SELLER has received no notice and has no independent knowledge that there is any proceeding or inquiry by any governmental authority (including, without limitation, the California State Department of Toxic Substances Control) with respect to the presence of Hazardous Materials on the Purchase Property or the migration thereof from or to other property.
- (C) Breach of Other Agreements. Neither the execution of this Agreement nor the consummation of the transactions contemplated herein will constitute a breach under any contract or agreement to which SELLER is a party or by which SELLER is bound or affected which affects the Purchase Property or any part thereof.
- (D) No Other Parties. At the Close of Escrow, except for SELLER, there are no other parties with any interest in the Purchase Property (business entity, marital, homestead, bankruptcy estate, trustor, or otherwise), and no other signatures are required to make this Agreement fully enforceable by the COUNTY.
- (E) Rights of Others. Except as stated herein, at the Close of Escrow, there are no parties in possession of any portion of the Purchase Property as lessees, tenants, tenants at sufferance, or trespassers, and no party other than COUNTY has been granted any license, lease or other right relating to use or possession of the Purchase Property. The SELLER has a verbal grazing agreement with a third party for the 2021-2022 Fall/Winter grazing season. The grazing season does not have a specific termination date. If the grazing season and grazing agreement do not end prior to the Close of Escrow, SELLER will notify the third party in writing that the grazing agreement will



end with the 2021-2022 grazing season and will not continue beyond the current season. If the 2021-2022 grazing season extends beyond the Close of Escrow, The COUNTY will allow the third party to complete the 2021-2022 grazing season.

- (F) No Grant of Other Rights. SELLER has not granted to any party, other than the COUNTY, any option, contract, or other agreement with respect to a purchase or sale of the Purchase Property or any portion thereof or any interest therein.
- (G) No Bankruptcy or Litigation. SELLER represents and warrants that there are no attachments, executions, assignments for the benefit of creditors or voluntary or involuntary proceedings in bankruptcy, or under any applicable debtor relief laws, or any other litigation contemplated by, pending or threatened against SELLER or the Purchase Property.
- (H) Authority; Binding Obligation. The execution and delivery by SELLER of and SELLER's performance under this Agreement are within SELLER's powers and have been duly authorized by all requisite action.
- (I) No Retained Rights. To the best knowledge of SELLER, no previous owner of any portion of the Purchase Property has any right to create any easements, rights-of-way or other interest in any portion of the Purchase Property, except as otherwise may be disclosed in the Title Documents and consented to in writing by COUNTY.
- (J) Disclosure. SELLER has disclosed to COUNTY any and all matters known to SELLER that may have a material adverse impact on the Purchase Property and the COUNTY's ability to use and/or develop the Purchase Property. All of the documents and materials supplied by SELLER are in all material respects true, accurate and complete; and, SELLER has no knowledge of any facts, which would render any information in such documents and materials untrue in any significant respect.
- (K) Notice of Changed Circumstances. If SELLER becomes aware prior to Close of Escrow of any fact or circumstance which would render false or misleading a representation or warranty made by SELLER, then SELLER shall immediately give written notice of such fact or circumstance to the COUNTY, but such notice shall not relieve SELLER of any liabilities or obligations with respect to any representation or warranty.

6.03 COUNTY's Representations and Warranties. COUNTY represents and warrants to the SELLER that each and every one of the matters set forth in this Section 6.03 are true and correct as of the Effective Date.

- (A) Authority; Binding Obligation. The execution and delivery by COUNTY of and COUNTY's performance under this Agreement are within COUNTY's powers and have been duly authorized by all requisite action.
- (B) Access to Purchase Property. COUNTY access to the Purchase Property on the established road over APN: 026-081-038-000 shall be for County staff, agents, volunteers, consultants and contractors for emergency services, construction, maintenance and management of the Purchase Property.

County will not allow public use of, or public access on, the established road over APN:026-081-038-000 to access the Purchase Property.

- (C) Fencing. COUNTY agrees to install a fence along the western edge of the Purchase Property which allows for COUNTY access as provided in subsection (B) above. Fencing will be installed within one (1) year from date of recording Grant Deed and in any event before public access, if any, is ever permitted.

6.04 Survival of Warranties. SELLER and COUNTY agree that each representation and warranty in this Article 6, shall survive the Closing Date.

## **ARTICLE 7. MISCELLANEOUS.**

7.01 Notices. All notices required or authorized by this Agreement shall be in writing and shall be deemed to have been served if: (1) sent by email (upon confirmation by recipient); (2) delivered personally (upon delivery); or (3) deposited in the United States mail, postage prepaid and properly addressed as set forth below (three days after deposit). Notice given by any other means that is actually received shall also be effective with respect to the receiving PARTY. Changes in contact person or address information shall be made by notice, in writing, to the other PARTY.

If to SELLER:

David G. Rohrer and Aimee R. Rohrer Family Trust  
8880 Vista Bella Drive  
Auburn, CA 95602  
Email: David G. Rohrer – [davedadmail@gmail.com](mailto:davedadmail@gmail.com)  
Email: Aimee R. Rohrer – [rohreiraimee@gmail.com](mailto:rohreiraimee@gmail.com)

If to COUNTY:

County of Placer  
Department of Facilities Management  
11476 C Avenue  
Auburn, CA 95603  
Attn: Property Manager  
Email: [FACPropMgmt@placer.ca.gov](mailto:FACPropMgmt@placer.ca.gov)

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

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

7.02 No Brokers. Each of the PARTIES hereto represents that it has dealt with no broker or finder in connection with this sale, and no broker or other person is entitled to any commission or finder's fee in connection with this sale and that SELLER shall be responsible for any commission payable. The COUNTY and

SELLER each agree to indemnify and hold harmless one another against any loss, liability, damage, cost, claim or expense incurred by reason of any brokerage commission or finder's fee alleged to be payable because of any act, omission or statement of the indemnifying PARTY.

- 7.03 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 shall not be construed as if it had been prepared by one of the PARTIES, but rather as if both PARTIES had prepared the same. Unless otherwise indicated, all references to paragraphs, sections, subparagraphs and subsections are to this Agreement.
- 7.04 Time of Essence. SELLER and COUNTY 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.
- 7.05 Integration; Amendments to Agreement. This Agreement contains the entire agreement of the PARTIES hereto, and supersedes any prior written or oral agreements between them concerning the subject matter contained herein. There are no representations, agreements, arrangements or understandings, oral or written, relating to the subject matter which are not fully expressed herein. This Agreement may be amended, modified or supplemented only by a written instrument signed by all PARTIES.
- 7.06 Additional Documents. From time to time prior to and after the Close of Escrow, 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.
- 7.07 Dependency and Survival of Provisions. The respective warranties, representations, covenants, agreements, obligations and undertakings of each PARTY hereunder shall be construed as dependent upon and given in consideration of those of the other PARTY, and shall survive the Close of Escrow and delivery of the Grant Deed.
- 7.08 California Law. 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.
- 7.09 Reporting to Internal Revenue Service. The escrow instructions for this transaction shall obligate Escrow Holder to report this transaction to the Internal Revenue Service pursuant to Section 6045 of the Internal Revenue Code of 1986, as amended.

- 7.10 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.
- 7.11 Exhibits. 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, provided they have been signed or initialed by the PARTIES. Reference to “this Agreement” includes matters incorporated by reference.
- 7.12 Force Majeure. If either PARTY hereto shall be delayed or prevented from the performance of any act required hereunder by reason of acts of God, strikes, lockouts, labor troubles, inability to procure materials, restrictive governmental laws or regulations or other cause without fault and beyond the control of the PARTY obligated (financial inability excepted), performance of such act shall be excused for the period of the delay and the period for the performance of any such act shall be extended for a period equivalent to the period of such delay; provided, however, nothing contained in this Section 7.12 shall excuse COUNTY from the prompt payment of any charge required of COUNTY hereunder, except as may be expressly provided elsewhere in this Agreement.
- 7.13 Mutual Contribution. 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.
- 7.14 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.
- 7.15 Construction and Interpretation. It is agreed and acknowledged by the PARTIES 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 review 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.
- 7.16 Counterparts. This Agreement may be executed in counterparts.
- 7.17 Successors and Assigns. This Agreement and the rights and obligations contained herein shall be binding on the successors, heirs and assigns of the PARTIES.

## **ARTICLE 8. HAZARDOUS MATERIALS.**

- 8.01 The term “Hazardous Material(s)” as used in this Agreement means any substance which is: (1) defined as a hazardous substance, hazardous material, hazardous waste, pollutant or contaminant under any Environmental Law; (2) a petroleum hydrocarbon, including crude oil or any fraction thereof; (3) hazardous, toxic, corrosive, flammable, explosive, infectious, radioactive, carcinogenic, or reproductive toxicant; (4) regulated pursuant to any “Environmental Law(s)” (5) any

pesticide regulated under state or federal law; or (6) any tank or container which contains or previously contained any Hazardous Material(s). The term "Environmental Law(s)" means each and every federal, state, and local law, statute, ordinance, regulation, rule, judicial or administrative order or decree, permit, license, approval, authorization or similar requirement of each and every federal, state and local governmental agency or other governmental authority, pertaining to the protection of human health and safety or the environment, now and forever.

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SIGNATURES ON FOLLOWING PAGE

IN WITNESS WHEREOF, the PARTIES have duly executed this Purchase and Sale Agreement, together with the Exhibits attached hereto, on the day and year of the last signature below.

**SELLER:** David G. Rohrer and Aimee R. Rohrer Family Trust

By: *David G Rohrer* Date: Feb 16, 2022  
David G Rohrer (Feb 16, 2022 10:17 PST)

David G. Rohrer, Trustee

By: *Aimee R Rohrer* Date: Feb 16, 2022  
Aimee R Rohrer (Feb 16, 2022 10:28 PST)

Aimee R. Rohrer, Trustee

**COUNTY:** COUNTY OF PLACER, a political subdivision of the State of California

By: \_\_\_\_\_ Date: \_\_\_\_\_

Steve Newsom, Director

Department of Facilities Management

Approved As to Form

By: \_\_\_\_\_ Date: \_\_\_\_\_

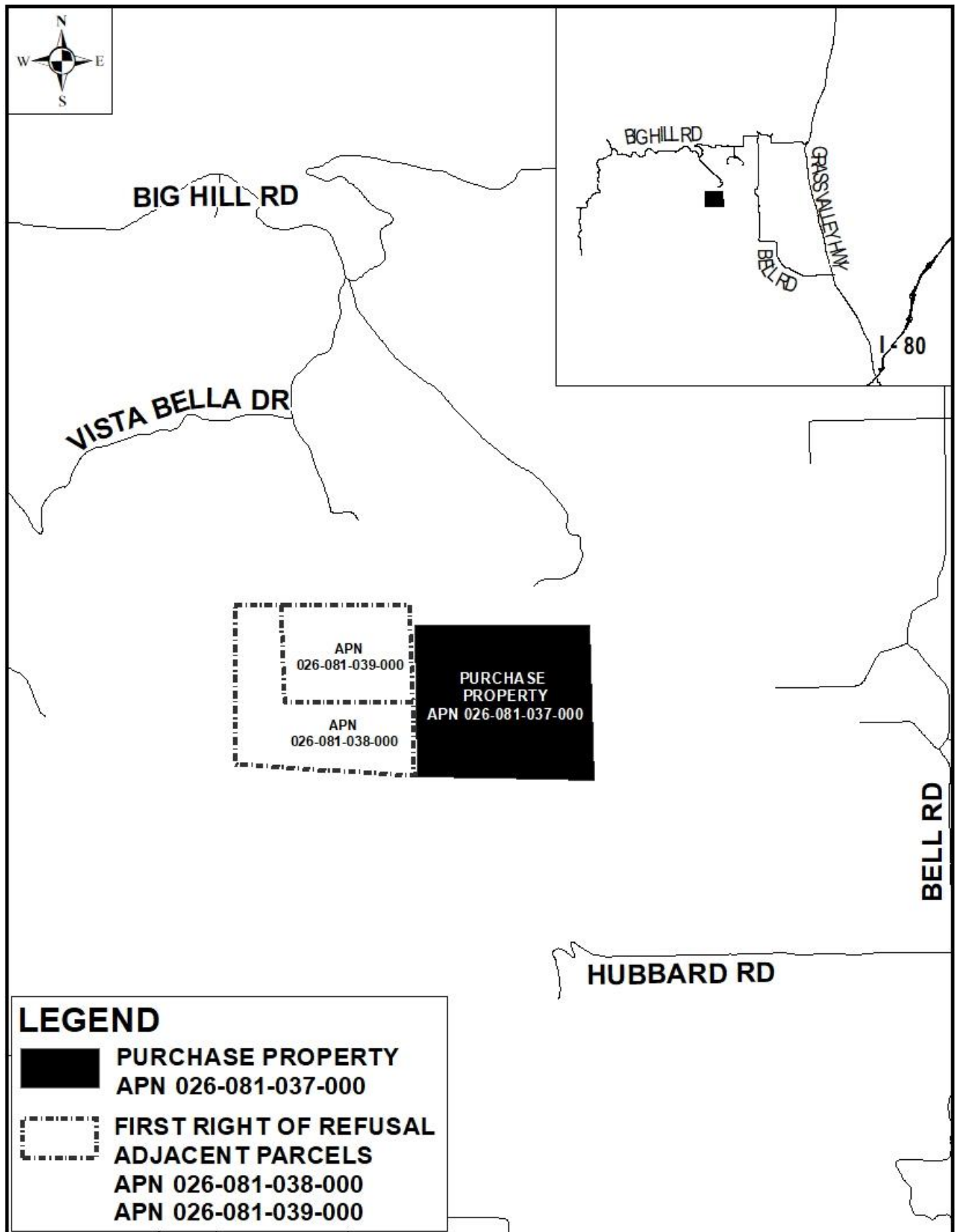
County Counsel

Attachments:

Exhibit A: Purchase Property Map

Exhibit B: Purchase Property Legal Description

**EXHIBIT A  
PURCHASE PROPERTY MAP**



**EXHIBIT B**  
**PURCHASE PROPERTY LEGAL DESCRIPTION**

The land described herein is situated in the State of California, County of Placer, unincorporated area, described as follows:

The South half of the Southeast quarter, and the South half of the North half of the Southeast quarter, and the South half of the North half of the North half of the Southeast quarter of Section 14, Township 13 North, Range 7 East, M.D.B.&M.

APN: 026-081-037-000