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)
City of Elk Grove)
c/o City Clerk)
8401 Laguna Palms Way)
Elk Grove, CA 95758)

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**DISPOSITION AND DEVELOPMENT AGREEMENT
AND JOINT ESCROW INSTRUCTIONS**

(The Old Town Affordable Housing Project)

This Disposition and Development Agreement and Joint Escrow Instructions (“**Agreement**”) is made _____, 2025 (“**Effective Date**”), by the **City of Elk Grove**, a California municipal corporation (“**SELLER**” or “**City**”) and **Elk Grove Old Town Mutual Housing Associates, L.P.**, a California limited partnership (“**PURCHASER**” or “**Developer**”). SELLER and PURCHASER are hereafter referred to individually as a “**Party**,” or collectively, as the “**Parties**.”

RECITALS

A. City is the owner of certain real property consisting of an approximately 2.2 acre parcel of unimproved land located at the corner of Elk Grove Boulevard and Webb Street, identified as APNs 134-0072-013, -014, -015, and -016, in the City of Elk Grove, County of Sacramento (the “**County**”), California, with a situs address of 9220-9244 Elk Grove Boulevard, as legally described in **Exhibit A**, attached hereto and incorporated herein (the “**Property**” or “**Purchase Property**”).

B. In 2023, City issued a Request for Proposals (“**RFP**”) to solicit an affordable housing developer for the Property and determined that the Developer has the necessary expertise, skill and ability to carry out the goals and commitments set forth in the RFP, and in accordance with this Agreement.

C. City and Developer entered into a letter of intent (“**LOI**”) dated February 15, 2024, and signed February 20, 2024, which outlines the basic terms for the sale and development of the Property, contingent upon the finalization of this Agreement and final approval by the Elk Grove City Council (“**City Council**”).

D. City desires to sell and Developer desires to purchase the Property for the development and construction thereon of senior affordable housing consisting of eighty-nine (89) units with a mix of studio, 1-bedroom, and 2-bedroom apartment units. A maximum of one three-bedroom unit, with no rent restrictions, shall be developed and operated as a manager unit subject to the covenants, conditions and restrictions contained in a Regulatory Agreement (“**Regulatory Agreement**”) to be executed by City and Developer and recorded on the Property upon conveyance of the Property to Developer. The affordable units shall be leased to “Lower-income

Households” which means persons and families earning 30% to 70% of the Area Median Income (“AMI”), with adjustments for household size, as established and amended from time to time by the U.S. Department of Housing and Urban Development (“HUD”) pursuant to Section 8(f)(3) of the United States Housing Act of 1937 or such other method of median income calculation applicable to the City that HUD may hereafter adopt in connection with said Act. If HUD should cease making such determination, the City may designate another fair method of calculation of area median income used by any federal or state agency and applicable to the City, provided that such method shall be consistent with the method used by the California Tax Credit Allocation Committee.

E. City will transfer its interest in the Property to the Developer upon the express condition that Developer will develop the Property in accordance with the uses and specifications described in this Agreement. The Proposed Project shall include a property management and resident services office, a community room, laundry facilities, parking and common open spaces all as described in **Exhibit B**, attached hereto and incorporated herein (the “**Proposed Project**” or “**Scope of Development**”).

F. Developer desires to purchase and develop the Property, and City desires to sell the Property for development in accordance with the terms and conditions of this Agreement.

G. This Disposition and Development Agreement is not a Development Agreement as contemplated by California Government Code section 65864 et seq.

NOW, THEREFORE, in consideration of the mutual covenants and conditions herein contained, and for other good and valuable consideration moving between the Parties, City and Developer agree as follows:

AGREEMENT

1. Schedule of Performance. Certain tasks described in this Agreement must be completed no later than the dates set forth in the Schedule of Performance attached to this Agreement as **Exhibit C**. The Schedule of Performance may be modified in writing by the Developer and by the City Manager on behalf of the City without formal amendment of this Agreement.

2. Sale of Property. SELLER agrees to sell and convey the Property to PURCHASER and PURCHASER agrees to purchase the Property from SELLER and develop the Property as specified herein, subject to the terms and conditions set forth in this Agreement. The Property means, collectively, all right, title and interest of SELLER in and to (a) the land described in **Exhibit A**, (b) easements, rights of way and all other rights and entitlements appurtenant to the land, (c) any buildings or other improvements and fixtures remaining on the land at the Close of Escrow, (d) any tangible personal property remaining on the land at the Close of Escrow, and (e) any development rights, entitlements, governmental permits, licenses, certificates, other governmental approvals, maps, surveys, reports, studies, plans, warranties, guarantees, causes of action, permits, and mineral and water rights.

3. Purchase Price. The purchase price to be paid by PURCHASER to SELLER for the Property shall be One Million Two Hundred Thousand Dollars (\$1,200,000.00) (“**Purchase Price**”), which is the fair market value of the Property as determined by that certain November 25, 2024, appraisal prepared by Valbridge Property Advisors.

3.1 Reserved.

3.2 Development Loan. The City shall provide a loan of Four Million Two Hundred Thousand Dollars (\$4,200,000) (“**Loan**”) pursuant to the terms and conditions outlined in the Loan Term Sheet (“**Loan Term Sheet**”), attached as **Exhibit D**, and incorporated into this Agreement. Developer shall execute and deliver to City a Promissory Note in the amount of the Loan plus any outstanding principal amounts under the Promissory Note, which such Promissory Note shall be secured by a Deed of Trust recorded against the Property, and evidence the City Loan made in accordance herewith, and any other Loan agreements or documents (collectively, “**Loan Documents**”) as may be generally required by the City for the use of the funding source for the Loan.

4. Escrow. PURCHASER shall open an escrow account (“**Escrow**”) with an escrow holder (“**Escrow Holder**”). Upon execution of this Agreement, PURCHASER shall deliver a copy of this fully executed Agreement to Escrow Holder. This Agreement shall, to the extent possible, act as Escrow Instructions. The Parties agree to execute all further Escrow instructions required by Escrow Holder, which further instructions shall be consistent with this Agreement.

5. Closing and Commencement of Proposed Project.

5.1 This transaction and escrow shall close on the Property, if at all, on the date (the “**Closing Date**” or “**Close of Escrow**”) upon which the Property will be conveyed to PURCHASER, provided that all conditions precedent to conveyance have been satisfied or waived by the SELLER or PURCHASER, as applicable, and this Agreement has not otherwise been terminated in accordance with its terms.

5.2 Should PURCHASER fail to commence breaking ground on the Proposed Project within one (1) year of the Close of Escrow, PURCHASER shall, at the City’s election, transfer the Property back to the SELLER for the amount paid by PURCHASER and return to SELLER any loan proceeds and interest disbursed by the SELLER to PURCHASER. Upon commencement of construction of the Proposed Project, the reversionary right set forth in this Section 5 shall automatically terminate and be of no further force and effect. In addition, prior to commencement of construction on the Proposed Project, PURCHASER shall cause its general contractor to deliver to SELLER copies of payment bond(s) and performance bond(s) issued by a reputable insurance company licensed to do business in California, each in a penal sum of not less than one hundred percent (100%) of the scheduled cost of construction of the Proposed Project. The bonds shall name SELLER as co-obligee.

6. Title. Within five (5) days after the opening of Escrow, Seller shall provide Purchaser with an updated preliminary title report covering the Property issued by Escrow Holder (“Preliminary Report”), along with legible copies of all recorded documents shown as exceptions to title in the Preliminary Report, and a map containing any easement, rights-of-way, license, or other real property rights encumbering the Property to the extent possible. Purchaser shall approve or disprove any exceptions to title shown on the Preliminary Report, in writing, within thirty (30) days after receipt by Purchaser of the Preliminary Report and copies of the recorded documents, or any supplemental report issued prior to the Close of Escrow. Seller shall notify Purchaser of whether Seller is willing to remove the items disapproved by Purchaser within ten (10) days after receipt of Purchaser’s title objections. If Seller does not agree to remove any one or more of such disapproved exceptions prior to the expiration of said 10-day period, or if any additional items appear which would show as exceptions to title insurance in the title policy, and Seller fails to agree to remove the same within ten (10) days after Purchaser’s notification to Seller of the same, Purchaser shall have the choice of: (i) terminating this Agreement and the Escrow, in which event neither Seller nor Purchaser shall have any further rights or obligations under this Agreement; or

(ii) waiving such objection and completing the purchase called for in this Agreement. Purchaser shall approve or disapprove any exceptions to title shown on any subsequent or supplemental title reports, in writing, within fifteen (15) business days after receipt of such reports and copies of all recorded documents shown as exceptions to title on those reports.

7. As-Is Purchase Property Condition.

7.1 PURCHASER acknowledges and agrees that except as otherwise expressly provided in this Agreement, to the maximum extent permitted by law, the sale of the Property is made on an "As Is," "Where Is" condition and basis with all faults, and that SELLER has no obligation to make repairs, replacements, or improvements thereto. The Purchase Price and the terms and conditions set forth herein are the result of arms-length bargaining between entities familiar with transactions of this kind. PURCHASER further acknowledges and agrees that, except as otherwise expressly provided in this Agreement, SELLER has not made, does not make, and specifically negates and disclaims, any representations, warranties, promises, covenants, agreements, or guaranties of any kind or character whatsoever, whether express or implied, oral or written, past, present or future, of, as to, concerning, or with respect to: (a) the value of the Property; (b) the income to be derived from the Property; (c) the suitability of the Property for any and all activities and uses which PURCHASER may conduct thereon, including the development of the Proposed Project or the possibility of other future development of the Property; (d) the habitability, merchantability, marketability, profitability or fitness for a particular purpose of the Property; (e) the manner, quality, state of repair or lack of repair of the Property; (f) the nature, quality or condition of the Property, including, without limitation, the water, soil and geology; (g) the compliance of or by the Property or its operation with any laws, rules, ordinances or regulations of any applicable governmental authority or body; (h) the manner or quality of the construction or materials, if any, incorporated into the Property; (i) compliance with any environmental protection, pollution or land use laws, rules, regulations, orders or requirements; (j) the presence or absence of Hazardous Materials, as defined in Section 7.4 below, at, on, under or adjacent to the Property; (k) the content, completeness or accuracy of any materials obtained by PURCHASER in its investigation of the Property, including, without limitation, any title report issued by the Escrow Holder; (l) the conformity of any improvements on the Property, if any, to any plans or specifications of the Property, including any plans and specifications that may have been or may be provided to PURCHASER; (m) the conformity of the Property to past, current or future applicable zoning or building requirements; (n) deficiency of any drainage; (o) the fact that all or a portion of the Property may be located on or near an earthquake fault line; (p) the land use status of the Property, zoning status, subdivision status under the California Subdivision Map Act or the subdivision ordinances of the City, or the status of any other governmental entitlement; (q) any documents pertaining to the Property provided by SELLER to PURCHASER, except for the completeness of such documents; or (r) with respect to any other matter.

7.2 PURCHASER acknowledges that PURCHASER is conducting its own investigation of the Property, and (except for the express representations and warranties contained herein) PURCHASER is relying solely on such investigations, inspections and evaluations of such Purchase Property in making its decision to consummate the transaction contemplated by this Agreement, and not on any information provided or to be provided by SELLER. PURCHASER hereby expressly acknowledges that PURCHASER shall be solely responsible for determining the status and condition of the Property, including land use, zoning, building and other governmental regulations, and physical, geological and environmental conditions. Except as expressly provided for in this Agreement or any written amendment or supplement hereto executed and delivered by SELLER, SELLER shall not be liable or bound in any manner by any oral or written statements, representations or information pertaining to the

Property, or the operation thereof, furnished by any real estate broker, agent, employee or any other person.

7.3 Release. Except for the express representations and warranties of SELLER or as otherwise provided herein, PURCHASER, on behalf of itself and its agents, heirs, successors and assigns, hereby waives, releases, acquits and forever discharges and releases SELLER of and from any and all claims, actions, causes of actions, demands, rights, damages, costs, expenses or compensation whatsoever, direct or indirect, known or unknown, foreseen or unforeseen, which PURCHASER or any of PURCHASER's heirs, successors, or assigns now has or which may arise in the future on account of or in any way related to or in connection with any past, present or future aspect, feature, characteristic, circumstance or condition arising out of or in connection with the Property (including, without limitation, the items listed in Section 7.1 and 7.2 above), and PURCHASER specifically waives the provisions of California Civil Code section 1542 which provides:

A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS THAT THE CREDITOR OR RELEASING PARTY DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE AND THAT, IF KNOWN BY HIM OR HER, WOULD HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR OR RELEASED PARTY.

PURCHASER'S INITIALS

NOTWITHSTANDING ANYTHING TO THE CONTRARY SET FORTH IN THIS AGREEMENT, NOTHING IN THIS SECTION SHALL OPERATE TO RELEASE SELLER FROM ITS LIABILITY AND OBLIGATIONS IN CONNECTION WITH (I) SELLER'S FRAUD OR WILLFUL MISREPRESENTATION, (II) ANY BREACH OF SELLER'S REPRESENTATIONS, WARRANTIES AND COVENANTS EXPRESSLY SET FORTH IN THIS AGREEMENT, OR IN ANY WRITTEN AMENDMENT OR SUPPLEMENT HERETO EXECUTED AND DELIVERED BY SELLER OR IN ANY DOCUMENTS DELIVERED BY SELLER AT CLOSING, (III) WILLFUL INJURY TO THE PERSON OR PROPERTY OF ANOTHER, AND (IV) A VIOLATION OF LAW, WHETHER WILLFUL OR NEGLIGENT, ALL OF WHICH EXPRESSLY SURVIVE THE CLOSING PURSUANT TO THIS AGREEMENT

7.4 "Hazardous Materials," means any hazardous or toxic substance, material or waste that is: (i) regulated by any local governmental authority, the State of California or the United States Government; (ii) defined as an "acutely hazardous waste," "extremely hazardous waste," "hazardous waste," or "waste" under Sections 25110.02, 25115, 25117 or 25124 or listed pursuant to Sections 25141 and 25141.5 of the California Health and Safety Code, Division 20, Chapter 6.5 (Hazardous Waste Control); (iii) defined as a "hazardous material," "hazardous substance," or "hazardous waste" under Section 25501 of the California Health and Safety Code, Division 20, Chapter 6.95 (Hazardous Materials Release Response Plans and Inventory); (iv) defined as a "hazardous substance" under Section 25281 of the California Health and Safety Code, Division 20, Chapter 6.7 (Underground Storage of Hazardous Substances); (v) petroleum; (vi) asbestos; (vii) listed under Chapter 10 of Division 4.5 of Title 22 or defined as "hazardous" or "extremely hazardous" pursuant to Division 21.5 of Title 26 of the California Code of Regulations; (viii) designated as a "hazardous waste" pursuant to Section 6903 of the Federal Resource Conservation and Recovery Act, 42 U.S.C. section 6901, et seq.; (ix) defined as a "hazardous substance" pursuant to Section 9601 of the Comprehensive Environmental Response,

Compensation and Liability Act, 42 U.S.C. section 9601, et seq.; (x) any flammable substances or explosive; or (xi) any radioactive material.

8. Property Inspection; Condition of Site.

8.1 Property Documents. SELLER shall within ten (10) business days from the opening of escrow deliver to PURCHASER copies of all documents relating to the Property that are in its possession including, without limitation, the following: (i) relevant studies, documents, land surveys, soils reports, licenses, permits, maintenance contracts, utility contracts, management contracts, service contracts, warranties, ADA compliance, Field Act compliance, approvals, and other documents and/or contracts pertaining to the Property, together with any amendments or modifications; (ii) any and all information that the SELLER has regarding environmental matters affecting the Property and regarding the condition of the Property, including, but not limited to, Environmental Assessments, 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 Property; (iii) copies of leases and relative correspondence; (iv) copies of all building plans, including any "as-built" drawings; (v) copies of all building permits, licenses and inspections issued by governmental agencies; and (vi) any other documents materially relative to the condition and/or value of the Property and the Parties' rights and duties under the Agreement (collectively, "Property Documents"). Notwithstanding the foregoing, the SELLER shall have no obligation to cause any of the Property Documents to be created or produced if such document does not already exist and the failure to produce documents such documents shall not constitute a material breach of this Agreement.

8.2 Due Diligence Matters. PURCHASER shall conduct its own, at PURCHASER's expense, investigation of the Property, its physical condition, the soils and environmental conditions of the Property and all other matters which, in PURCHASER's sole and absolute judgment, affect or influence PURCHASER's willingness to develop the Property pursuant to this Agreement. Before the Close of Escrow PURCHASER shall provide written notice to City of PURCHASER's determinations concerning the suitability of the physical condition of the Property and its economic feasibility for development and intended use. If, in the PURCHASER's sole discretion, the physical condition of the Property is unsuitable for the use or uses to which the Property will be put, or that it is not economically feasible for PURCHASER to develop the Proposed Project pursuant to this Agreement, then PURCHASER shall have the option to (a) take any action necessary to place the Property in a condition suitable for development, at no cost to City; or (b) terminate this Agreement pursuant to the provisions in Section 18. If PURCHASER has not given written notice to City of its determination concerning the suitability of Property before the Close of Escrow, PURCHASER shall be deemed to have waived its right to terminate this Agreement pursuant to this Section. PURCHASER shall bear any and all costs and expenses associated with the due diligence activities performed by PURCHASER.

8.3 Right of Entry. SELLER and PURCHASER entered into a Right-of-Entry Agreement ("ROE Agreement") on June 13, 2024, granting to the PURCHASER and the PURCHASER'S agents the right to enter upon the Property for the exclusive purpose of conducting studies and investigations that will assist the PURCHASER in performing its due diligence investigation. PURCHASER shall restore the Property as a result of such investigations and return the affected portion of the Property to its condition immediately prior to such investigation. PURCHASER shall repair any damage to the Property caused by any of its inspections. Prior to exercise of the right of entry, the PURCHASER shall provide the City with satisfactory evidence, in the form of a certificate of insurance, that the PURCHASER and the

PURCHASER'S agents who obtain access to the Property are insured to the levels required by the City's Risk Manager pursuant to the ROE Agreement.

9. Prevailing Wage. To the extent required by applicable law, Developer shall:

9.1 Pay, and shall cause any consultants or contractors to pay, prevailing wages in the construction of the Development as those wages are determined pursuant to California Labor Code Sections 1720 et seq.;

9.2 Cause any consultants or contractors to employ apprentices as required by California Labor Code Section 1777.5 et seq., and the implementing regulations of the Department of Industrial Relations (the "DIR"), and to comply with the other applicable provisions of California Labor Code Sections 1720 et seq., 1777.5 et seq., and implementing regulations of the DIR;

9.3 Keep and retain, and shall cause any consultants and contractors to keep and retain, such records as are necessary to determine if such prevailing wages have been paid as required pursuant to California Labor Code Section 1720 et seq., and apprentices have been employed are required by California Labor Code Section 1777.5 et seq.;

9.4 Post at the Property, or shall cause the contractor to post at the Property, the applicable prevailing rates of per diem wages. Copies of the currently applicable current per diem prevailing wages are available from DIR;

9.5 Cause contractors and subcontractors rehabilitating the Development to be registered as set forth in California Labor Code Section 1725.5;

9.6 Cause its contractors and subcontractors, in all calls for bids, bidding materials and the construction contract documents for the construction of the Development to specify that: (i) no contractor or subcontractor may be listed on a bid proposal nor be awarded a contract for the construction of the Development unless registered with the DIR pursuant to California Labor Code Section 1725.5; and (ii) the construction of the Development is subject to compliance monitoring and enforcement by the DIR;

9.7 Provide the City all information required by California Labor Code Section 1773.3 as set forth in the DIR's online form PWC-100 within 2 days of the award of any contract (<https://www.dir.ca.gov/pwc100ext/>);

9.8 Cause its contractors to post job site notices, as prescribed by regulation by the DIR; and

9.9 Cause its contractors to furnish payroll records required by California Labor Code Section 1776 directly to the Labor Commissioner, at least monthly in the electronic format prescribed by the Labor Commissioner.

9.10 Developer shall indemnify, hold harmless and defend (with counsel reasonably acceptable to the City) the City against any claim for damages, compensation, fines, penalties or other amounts arising out of the failure or alleged failure of any person or entity (including Developer, its contractor and subcontractors) to pay prevailing wages as determined pursuant to California Labor Code Section 1720 et seq., to employ apprentices pursuant to California Labor Code Section 1777.5 et seq., to meet the conditions of California Labor Code Section

1771.4, and implementing regulations of the DIR, or to comply with the other applicable provisions of California Labor Code Sections 1720 et seq., 1777.5 et seq., and 1771.4, and the implementing regulations of the DIR, in connection with the construction of the Development or any other work undertaken or in connection with the Property. The requirements in this Section survive the repayment of the Loan, and the termination or expiration of this Agreement.

10. CEQA and Preparation and Approval of Plans and Related Documents.

10.1 Effectiveness and CEQA Compliance. Notwithstanding anything to the contrary contained herein, the effectiveness of this Agreement, the City's obligations hereunder and the construction of the Project are conditioned upon compliance with the California Environmental Quality Act ("CEQA"). The Parties shall comply with CEQA prior to the approval of the Project to the extent required by law. The City retains the absolute and sole discretion to: (i) modify any terms, prepare any additional documentation concerning the Project, and modify the Project as may, in its sole discretion, be necessary to comply with CEQA, (ii) select any feasible alternatives to avoid significant environmental impacts of any development, (iii) balance the benefits of any development against any significant environmental impacts prior to taking final action on any development if such significant impacts cannot otherwise be avoided, and/or (iv) determine not to proceed with the Project. No legal obligations or rights to construct the Project, or any component thereof, shall exist under this Agreement until completion of the CEQA environmental review process and on other public review and hearing processes, and subject to all applicable governmental approvals. No physical activity, not otherwise exempt from CEQA, shall commence on the Property without CEQA compliance. Developer shall be responsible for payment of all fees and costs in connection with the CEQA environmental review.

10.2 City Approval. Developer has provided City with preliminary project designs, prepared by Mogavero Architects, Inc. and dated February 21, 2025 ("Plans"). City has been induced to sell the Property to Developer, issue the Loan to Developer, and undertake its obligations under this Agreement by Developer's promise to develop the Proposed Project in accordance with the Plans, the Scope of Development, and the provisions of this Agreement. As seller of the Property, City shall have the right, but not the obligation, to review any substantial changes to the Project to assure their conformity with the Plans, the Scope of Development, and the provisions of this Agreement. The right of review pursuant to this Agreement is borne out of the City's position as the seller of the Property and is independent and distinct from the City's review of the Project as a land use agency. Based upon such review City shall have the right to approve or reject any material changes to the Project for reasonable cause.

10.3 Extent and Character of City Review and Approval. City's right of review includes, without limitation, the right to review architectural and engineering plans and specifications, offsite plans and specifications, and landscaping designs and specifications. City's approval of the Project's plans is neither a representation of nor an assurance of their adequacy or correctness. City has reserved approval rights solely (a) to assure that the Project is consistent with the Plans and Scope of Development; (b) to assure that the Final Plans conform to the Plans and the Scope of Development; and (c) to assure that City's purposes are fulfilled and any City funds which may be obligated under this Agreement are used as intended by City. This Agreement is a financing document and not a land use or planning document. Approval of the Scope of Development and Plans under this Agreement is only an approval by City of the Project design "concept" as presented in this Agreement. Such approval by this Agreement is not and shall not be considered an approval of land use entitlements,

structural design of the Project, or the aesthetic design of the Project. Developer shall comply with all applicable land use, planning and design laws, rules and regulations of each governmental agency acting in proper exercise of its respective jurisdiction, including without limitation, departments, staff, boards and commissions of the City. The rights the City derives from the sale of the property might not otherwise be afforded under the law but are specifically contracted for in this Agreement.

10.4 Preparation of Final Plans and Related Documents. Developer shall prepare final plans that shall include all construction plans, drawings, specifications and other documents necessary to obtain all required building permits for the construction of the Project ("Final Plans"). Developer shall submit the Final Plans to City for City's review. The Final Plans shall conform in all material respects to this Agreement, including without limitation, Plans and the Scope of Development. To the extent that this Agreement has insufficient detail or is unclear, this Agreement shall be deemed to provide that the Project shall contain high-quality materials, and shall conform to all applicable laws, regulations, zoning, design and usage guidelines. The Final Plans shall be considered to include all changes or corrections approved as provided in this Agreement. The Final Plans shall incorporate all related mitigation measures required for compliance with approvals under CEQA and any conditions of City approval of the project, unless otherwise fulfilled.

10.5 Delivery. Developer shall deliver the Final Plans or changes to the Final Plans for City review as soon as possible and prior to the submittal of its building permit application. Said delivery shall be made to the office of the Housing and Public Services Manager at the address for notices to City and shall have clearly marked on its exterior "URGENT: OLD TOWN APARTMENTS BY MUTUAL HOUSING PROJECT PLAN REVIEW" or the equivalent.

10.6 Deemed Approval. If duly marked and delivered, the Final Plans or changes to the Final Plans of the Project shall be deemed approved unless disapproved in whole or in part, in writing, within thirty (30) days after their proper delivery to City.

10.7 City Disapproval. If City disapproves, in whole or in part, the Final Plans or any changes to the Final Plans, City shall state, specifically and in writing, at the time of the disapproval, the reasons for disapproval and the changes that City requests to be made. City's reasons for disapproval and such City-requested changes shall be consistent with this Agreement, including, without limitation, the Plans, the Final Plans, and the Scope of Development and with any items previously approved in accordance with this Agreement. If City disapproves the proposed Final Plans, Developer shall obtain no rights to develop the Property under this Agreement and City shall have no obligations regarding the Project until such time as Developer has modified the proposed Final Plans and received the City's approval of the Final Plans as modified.

10.8 Governmental Changes. If any revisions or corrections of the Final Plans shall be required by any government official, agency, department or bureau in exercise of its proper jurisdiction, Developer shall inform City. If City and Developer concur in writing with the required change, Developer shall incorporate the change and it shall be deemed approved by City. If City or Developer reasonably disagrees with the required change, they shall reasonably cooperate with the governmental agency requiring the change in efforts to develop a mutually acceptable alternative.

10.9 Approval of Substantial Changes to Final Plans. If the Developer desires to make any substantial changes in the Final Plans, Developer shall submit such proposed

changes, in writing, to City for its approval. City shall approve or disapprove the proposed change as soon as practicable. The Final Plans shall be construed to include any changes approved in the same manner as approval of the original Final Plans under this section. Nothing in this Section shall be construed to relieve Developer of its obligations under all applicable laws regarding such changes.

10.10 Substantial Change. A substantial change in the Final Plans shall include, without limitation, the following changes:

10.10.1 Material changes in the layout, elevation design, functional utility or square footage;

10.10.2 Material changes in use of exterior finishing materials substantially affecting architectural appearance or functional use and operation;

10.10.3 Any change that reduces the effectiveness of any mitigation measure required for CEQA and NEPA approval of the Project;

10.10.4 Material changes in site development items for the Property that are specified in the Final Plans;

10.10.5 Material changes in the quality of Project or landscaping materials;

10.10.6 Any material change in public amenities specified in the Final Plans;

10.10.7 Any changes requiring approval of, or any change required by, any county, or state board, body, commission or officer; and

10.10.8 Any change that would preclude or materially reduce the ability to use the Project as intended by this Agreement.

10.11 Misrepresentation. If City's approval of the Final Plans is reasonably based upon a material misrepresentation to City by Developer or by anyone on Developer's behalf, City may, within a reasonable time after discovery of the misrepresentation, take any action permitted by law with regard to any such misrepresentation, notwithstanding City's prior approval, including without limitation, rescission of the approval or such other equitable remedies as may then be appropriate to such rescission.

11. Conditions of Closing.

11.1 Purchaser's Conditions of Closing. The obligations of Purchaser under this Agreement to purchase the Property and accept title from Seller are subject to satisfaction of all of the conditions set forth in this Section 11.1. Purchaser may waive any or all of such conditions, in whole or in part, but any such waiver shall be effective only if made in writing. No such waiver shall constitute a waiver by Purchaser of any of its rights or remedies if Seller defaults in the performance of any covenant or agreement to be performed by Seller in this Agreement. If any condition set forth in this Section 11.1 is not fully satisfied or waived in writing by Purchaser, then Purchaser shall be released from all obligations to Seller under this Agreement.

11.1.1 Title. At Close of Escrow, Purchaser is conveyed good and marketable title to the Property, subject only to the exceptions permitted by Purchaser;

11.1.2 Other Deliveries into Escrow. Seller delivered into Escrow all other documents or instruments required by this Agreement;

11.1.3 Seller's Representations. Seller's representations and warranties are correct as of the date of this Agreement and as of the Close of Escrow;

11.1.4 Seller's Performance. Seller performs all obligations under this Agreement and related documents executed, or to be executed, by Seller; and

11.1.5 Title Policy. Prior to Close of Escrow, Purchaser shall have received evidence that Escrow Holder's title insurer ("Title Company") is ready, willing, and able to issue, upon payment of Title Company's regularly scheduled premium, an ALTA owner's policy of title insurance ("Title Policy"), to be determined by Purchaser prior to Close of Escrow, in an amount required by the investor limited partner which is not less than the face amount of the Purchase Price with the endorsements Purchaser may require, showing title of the Property vested in Purchaser, subject only to exceptions permitted by Purchaser.

11.2 Seller's Conditions of Closing. The obligations of Seller under this Agreement to close the sale and convey the Property to Purchaser are subject to satisfaction of all of the conditions set forth in this Section 11.2. Seller may waive any or all of such conditions, in whole or in part, but any such waiver shall be effective only if made in writing. No such waiver shall constitute a waiver by Seller of any of its rights or remedies if Purchaser defaults in the performance of any covenant or agreement to be performed by Purchaser in this Agreement. If any condition set forth in this Section 11.2 is not fully satisfied or waived in writing by Seller, then Seller shall be released from all obligations to Seller under this Agreement.

11.2.1 Deliveries into Escrow. Purchaser delivered into Escrow all documents or instruments required by this Agreement, including, without limitation, the original Promissory Note and Deed of Trust and Regulatory Agreement(s);

11.2.2 Development and Use of Property. The Developer shall develop and use Property exclusively for senior affordable housing, in conformance with the project objectives, designs, and specifications identified in the Plans, Scope of Development, and Final Plans approved by City, or in any of the other city documents related to the Proposed Project, including, but not limited to, requirements related to Conditions of Approval, financing, project design, target affordability levels, and development timelines;

11.2.3 Exempt Surplus. The Proposed Project shall meet one of the exemptions to the Surplus Land Act set forth in Government Code section 54221(f)(1) such that the Property is considered "exempt surplus";

11.2.4 Payment of Fees. The Developer shall be current on all costs and fees owed to City;

11.2.5 Purchaser's Representations. Purchaser's representations and warranties are correct as of the date of this Agreement and as of the Close of Escrow; and

11.2.6 Purchaser's Performance. Purchaser performs all obligations under this Agreement and the related documents executed, or to be executed, by Purchaser.

12. Close of Escrow.

12.1 SELLER's Deposits. SELLER shall deposit with Escrow Holder the following:

12.1.1 Grant Deed for Purchase Property. An original executed and acknowledged Grant Deed conveying the Purchase Property to PURCHASER. Grant Deed shall include building restrictions related to the Proposed Project; and

12.1.2 Additional Documents. Any other documents or funds required by Escrow Holder from SELLER for the Close of Escrow in accordance with this Agreement.

12.2 PURCHASER's Deposits. On or before the Close of Escrow, the following will be deposited with Escrow Holder:

12.2.1 Purchase Price. Purchase Price; and

12.2.2 Closing Costs. PURCHASER will deposit cash in the amount necessary to pay closing costs, as set forth in Section 12.3; and

12.2.3 Additional Documents. PURCHASER will deposit any other documents or funds required of PURCHASER to close Escrow in accordance with this Agreement.

12.3 Costs of Escrow and Closing. PURCHASER shall pay the cost of all title insurance policies, including insurance premiums for policies that PURCHASER elects to purchase in connection with the acquisition of the Property, and PURCHASER shall pay all recording fees, transfer taxes, escrow fees and closing costs incurred in connection with the acquisition, or inspection of, the Property and the financing of the Proposed Project. In addition, to the extent not previously paid, or otherwise funded, by the PURCHASER, the PURCHASER shall reimburse the City for all previous costs incurred by the City, including but not limited to, City's reasonable legal and consulting fees incurred in connection with the negotiation and preparation of this Agreement, City Loan Documents, and other documents required in connection with the conveyance of the Property; all taxes, assessments, and water and sewer charges with respect to the Property; any payments necessary to discharge any encumbrances or liens existing on the Property at the time of Close of Escrow; any financing expenditures made or obligations incurred with respect to the Proposed Project; and any amounts otherwise owed City by the Developer, as applicable. Ad valorem taxes, if any, shall be prorated as of the date of recordation of the Grant Deed. Payment to City may be drawn from the Deposit paid by Developer, if any, and Developer shall pay any additional amount due to City, on the Closing Date. In the event of any termination of this Agreement or failure of Escrow to close due to a default of a Party, as provided herein, then the defaulting Party shall pay any cancellation costs imposed by the Escrow Holder.

12.4 At Close of Escrow, Escrow Holder shall:

12.4.1 Record the Grant Deed;

12.4.2 Record all City Documents;

12.4.3 Issue the Title Policy; and

12.4.4 Disburse funds.

13. Representations and Warranties of SELLER. SELLER hereby represents and warrants to PURCHASER that:

13.1 Authority of SELLER. SELLER is a California municipal corporation duly organized and validly existing and in good standing under the laws of the State of California and has the authority to own and convey the Purchase Property. This Agreement and all documents executed by SELLER which are to be delivered to PURCHASER at the Close of Escrow are, or at the time of Close of Escrow, will be duly authorized, executed and delivered by SELLER. SELLER has the legal right, power and authority to enter into this Agreement and to consummate this transaction.

13.2 Enforceability. This Agreement and all documents required to be executed by SELLER are and shall be valid, legally binding obligations of and enforceable against SELLER in accordance with their terms.

13.3 No Rights Granted. Except for the rights of PURCHASER under this Agreement, SELLER has not granted any options or rights of first refusal to purchase the Purchase Property to any person or entity.

13.4 No Litigation. To SELLER's knowledge, there is no litigation, suit, action, arbitration, legal, administrative or other proceeding or inquiry pending against the Purchase Property, or any portion thereof.

13.5 Hazardous Materials. To the best of SELLER's actual knowledge, except as otherwise may be disclosed by the Purchase Property Documents, (i) there has been no production, storage or disposal at the Purchase Property of any Hazardous Materials (as defined in Section 7.4 herein) by SELLER or, to the best of SELLER's actual knowledge, by any previous owner or tenant of the Purchase Property; (ii) Hazardous Materials have not been dumped, buried, leaked, or otherwise released or present upon, in, or under the Purchase Property or allowed to pass on, under or through the Purchase Property at any time during or prior to SELLER's ownership of the Purchase Property; (iii) SELLER has not violated any laws, regulations, and ordinances relating to the use of all Hazardous Materials used on the Purchase Property; and (iv) there is no proceeding or inquiry by any federal, state or local governmental agency with respect to any Hazardous Materials on the Purchase Property. In the event hazardous materials are found on the site, SELLER shall be responsible for the remediation and cleanup of such hazardous materials.

14. Representations and Warranties of PURCHASER. PURCHASER hereby represents and warrants to SELLER that:

14.1 PURCHASER's Authority. PURCHASER is a California corporation duly organized and validly existing and in good standing under the laws of the State of California and has the authority to purchase and accept the Purchase Property. This Agreement and all documents executed by PURCHASER which are to be delivered to SELLER at the Close of Escrow are, or at the time of Close of Escrow, will be duly authorized, executed and delivered by PURCHASER. PURCHASER has the legal right, power and authority to enter into this Agreement and to consummate this transaction.

14.2 Enforceability. This Agreement and all documents required to be executed by PURCHASER are and shall be valid, legally binding obligations of and enforceable against PURCHASER in accordance with their terms.

15. Indemnity and Defense. PURCHASER shall protect, defend (with legal counsel acceptable to SELLER), indemnify and hold harmless the City of Elk Grove, and its officers, agents, and employees from any and all claims, damages, losses, costs, expenses (including reasonable attorney's fees and all other defense costs), injuries, or liabilities of every kind on account of damage to Purchase Property or injury to person (including death), which directly or indirectly arise from or relate to the Proposed Project or the Purchase Property, caused in whole or in part, by any negligent act or omission of the PURCHASER, any member, officer, employee, agent, consultant, invitee, subcontractor, or anyone directly or indirectly employed by any of them, or anyone acting through or on behalf of them, except where caused by sole active negligence, or willful misconduct of the City of Elk Grove, or its respective officers, agents and employees, as determined by a Court of competent jurisdiction. Unless and until such judicial determination is made, or as otherwise agreed by the parties, Contractor shall remain obligated to defend, indemnify, and hold harmless City, its officers, officials, employees, volunteers, and agents pursuant to this Agreement. The provisions of this section shall survive termination or suspension of this Agreement.

16. Assignment. This Agreement may not be assigned or otherwise transferred by PURCHASER without the prior written consent of SELLER, which consent shall not be unreasonably withheld. Notwithstanding the foregoing, PURCHASER shall have the right, upon not less than five (5) business days' notice, to assign this Agreement to an entity controlled by PURCHASER without SELLER's prior written consent. Notwithstanding the foregoing, the transfer of limited partner interests in PURCHASER or its assignee shall not require the consent of SELLER and the removal and replacement of the general partner of PURCHASER or its assignee with an affiliate of the tax credit limited partner shall not require SELLER's consent; provided, however, the replacement of the general partner with another nonprofit or any other entity other than an affiliate of the tax credit limited partner shall require the SELLER's consent, which shall not be unreasonably conditioned, withheld or delayed. In the event of a transfer, the transferee shall assume in writing all of the transferor's obligations hereunder, but such transferor shall not be released from its obligations hereunder. No consent given by SELLER to any transfer or assignment of PURCHASER's rights or obligations hereunder shall be construed as a consent to any other transfer or assignment of PURCHASER's rights or obligations hereunder. No transfer or assignment in violation of the provisions hereof shall be valid or enforceable. Subject to the foregoing, this Agreement and the terms and provisions hereof shall inure to the benefit of and be binding upon the successors and assigns of the Parties.

17. Transfer of Purchase Property. Prior to completion of the Proposed Project by PURCHASER, PURCHASER shall not, either voluntarily or by operation of law, sell, assign or otherwise transfer the Purchase Property, or any interest therein (other than transfers of limited partner interests and removal and replacement of the general partner as permitted in the Loan documents), without the express written consent of SELLER. Any attempted sale, assignment or other transfer in violation of this section shall be voidable at SELLER's election and shall constitute a material default of the terms of this Agreement.

18. Default, Remedies and Termination.

18.1 Default – General. Subject to the provisions of this section and extensions of time set forth herein, failure or delay by either Party to timely perform any term or provision of this Agreement or any other agreement between the Parties related to the Proposed Project or the Purchase Property, constitutes a default under this Agreement.

18.2 Cure Period. Neither Party shall be in default under this Agreement unless the other Party first provides written notice of default and the Party in default thereafter fails within five (5) days after receipt of such notice of default to either cure such default or, if such default cannot reasonably be cured within said 5-day period, diligently commence such actions reasonably necessary to cure such default within such five (5) day period, and thereafter, cures such default within a time period reasonably necessary to cure said default, not to exceed thirty (30) days after receipt of such notice of default. Purchaser's investor limited partner shall have the right but not the obligation to cure any default by Purchaser within the time periods set forth herein, and such cure shall be accepted or rejected on the same basis as if tendered by Purchaser.

18.3 Remedy for PURCHASER's Failure to Close Escrow.

IN THE EVENT ESCROW FAILS TO CLOSE DUE TO A DEFAULT UNDER THIS AGREEMENT BY PURCHASER WHICH CONTINUES BEYOND APPLICABLE NOTICE AND CURE PERIODS, SELLER SHALL BE ENTITLED, AS SELLER'S SOLE AND EXCLUSIVE REMEDY UNDER THIS AGREEMENT, TO TERMINATE THIS AGREEMENT. IN ADDITION, PURCHASER SHALL DELIVER TO SELLER ALL REPORTS AND STUDIES CONDUCTED BY THIRD PARTIES ON BEHALF OF PURCHASER IN CONNECTION WITH ITS INVESTIGATION OF THE PROPERTY WITHOUT REPRESENTATION OR WARRANTY. ADDITIONALLY, THE SELLER SHALL RECEIVE THE RIGHTS TO THE OWNERSHIP OF ALL CONCEPTUAL PLANNING MATERIALS INCLUDING DOCUMENTS, SURVEYS, PLANS, DESIGNS, AND ARCHITECTURAL DRAWINGS, WHETHER IN DRAFT OR FINAL FORM. THE PARTIES HAVE AGREED THAT SELLER'S ACTUAL DAMAGES, IN THE EVENT ESCROW FAILS TO CLOSE SOLELY DUE TO A DEFAULT BY PURCHASER WOULD BE EXTREMELY DIFFICULT OR IMPRACTICABLE TO DETERMINE. THEREFORE, BY PLACING THEIR INITIALS BELOW, THE PARTIES ACKNOWLEDGE THAT THE RIGHT TO TERMINATE THE AGREEMENT AND THE RIGHT TO ALL REPORTS, STUDIES, AND PLANS, AFTER NEGOTIATION, AS THE PARTIES' REASONABLE ESTIMATE OF SELLER'S DAMAGES AND AS SELLER'S EXCLUSIVE REMEDY AGAINST PURCHASER.

SELLER's Initials

PURCHASER's Initials

18.4 Remedy for SELLER's Failure to Close Escrow.

IN THE EVENT ESCROW FAILS TO CLOSE DUE TO A DEFAULT UNDER THIS AGREEMENT BY SELLER WHICH CONTINUES BEYOND APPLICABLE NOTICE AND CURE PERIODS, PURCHASER SHALL BE ENTITLED TO TERMINATE THIS AGREEMENT AND RETAIN EXCLUSIVE RIGHTS TO ALL REPORTS AND STUDIES CONDUCTED BY THIRD PARTIES ON BEHALF OF PURCHASER IN CONNECTION WITH ITS INVESTIGATION OF THE PROPERTY AND ALL CONCEPTUAL PLANNING MATERIALS INCLUDING DOCUMENTS, SURVEYS, PLANS, DESIGNS, AND ARCHITECTURAL DRAWINGS, AS PURCHASER'S SOLE REMEDY. THE PARTIES HAVE AGREED THAT SELLER'S ACTUAL DAMAGES, IN THE EVENT ESCROW FAILS TO CLOSE SOLELY DUE TO A DEFAULT BY SELLER WOULD BE EXTREMELY DIFFICULT OR IMPRACTICABLE TO DETERMINE. THEREFORE, BY PLACING THEIR INITIALS BELOW, THE PARTIES ACKNOWLEDGE THAT THE RIGHT TO TERMINATE THE AGREEMENT AND RIGHT TO ALL REPORTS, STUDIES, AND PLANS, AS PROVIDED HEREIN, HAVE BEEN AGREED UPON, AFTER NEGOTIATION, AS THE PARTIES' REASONABLE ESTIMATE OF PURCHASER'S DAMAGES AND AS PURCHASER'S EXCLUSIVE REMEDY AGAINST SELLER.

SELLER's Initials

PURCHASER's Initials

18.5 Limitation on Damages.

THE REMEDIES SET FORTH IN SECTION 18.3 AND SECTION 18.4 REPRESENT THE PARTIES' SOLE AND EXCLUSIVE REMEDIES FOR FAILURE TO CLOSE ON THE PROPERTY. NOTWITHSTANDING ANY OTHER PROVISION OF THIS AGREEMENT, NEITHER PARTY SHALL BE LIABLE TO THE OTHER PARTY, OR AT ALL, WHETHER UNDER THEORIES OF CONTRACT, TORT, STATUTE, STRICT LIABILITY, NEGLIGENCE, INTENTIONAL ACT OR INACTION, OR ANY OTHER LEGAL OR EQUITABLE THEORY REGARDING OR RELATING TO THE SUBJECT MATTER OF THIS AGREEMENT FOR ANY LOST PROFITS, OR SPECIAL, INDIRECT, INCIDENTAL, PUNITIVE, OR CONSEQUENTIAL DAMAGES OF ANY KIND WHATSOEVER.

SELLER's Initials

PURCHASER's Initials

18.6 Remedy for PURCHASER Default After Title Transfer.

18.6.1 Institution of Judicial Action. In addition to any other rights or remedies, either Party may institute judicial action to cure, correct or remedy any default, to recover damages for any default, or to obtain any other remedy by law or equity, including the right of specific performance.

18.6.2 No Waiver. The failure or delay by either Party in asserting its rights or remedies as to any default, shall not operate as a waiver of any default or of any rights or remedies under this Agreement or deprive either Party of its right to institute and maintain any action or proceedings which it may deem necessary to protect, assert, or enforce any such rights or remedies.

18.6.3 Right and Remedies are Cumulative. Except as otherwise expressly stated in this Agreement, the rights and remedies of the Parties are cumulative, and the exercise by either Party of one or more of such rights or remedies shall not preclude the exercise by it, at the same or different times of any other rights or remedies for the same default or any other default by the other Party.

19. Brokers' Fees. The Parties each hereby warrant to the other that no person or entity can properly claim a right to a commission, finder's fee or other compensation based upon contacts or understandings between such claimant and PURCHASER or SELLER with respect to the transaction contemplated by this Agreement. The Developer represents that it has not obtained or engaged the services of a real estate broker in this transaction. If any broker or finder makes any claim for a commission or finder's fee, the Party through which the broker or finder makes such claim shall indemnify, defend and hold the other Party harmless from all liabilities, expenses, losses, damages or claims (including the indemnified Party's reasonable attorneys' fees) arising out of such broker's or finder's claims.

20. Attorneys' Fees. Should any litigation be commenced between the Parties hereto concerning the Purchase Property, this Agreement, or the rights and duties of either in relation thereto, the prevailing Party in such litigation shall be entitled, in addition to such other relief as

may be granted, to its costs, including attorneys' fees, and costs for such litigation and for executing upon or appealing any judgment.

21. Governing Law. This Agreement shall be construed in accordance with and governed by the laws of the State of California. In the event of litigation arising under this Agreement, venue shall reside exclusively in the Superior Court of the County of Sacramento.

22. Notices. All notices, demands, consents, requests or other communications required to or permitted to be given pursuant to this Agreement shall be in writing, shall be given only in accordance with the provisions of this section, shall be addressed to the Parties in the manner set forth below, and shall be conclusively deemed to have been properly delivered and received by the receiving Party (a) upon receipt when hand delivered, (b) upon receipt when sent by facsimile to the number set forth below (with written confirmation of receipt from the sender), (c) upon the day of delivery if the notice has been deposited in an authorized receptacle of the United States Postal Service as first-class, registered or certified mail, postage prepaid, with a return receipt requested (provided that, the sender has in its possession the return receipt to prove actual delivery), or (d) upon actual delivery if deposited with any commercially-recognized overnight carrier that routinely issues receipts (provided that, the sending Party receives a confirmation of actual delivery from the courier). The addresses of the Parties to receive notices are as follows:

If to SELLER: City of Elk Grove
8401 Laguna Palms Way
Elk Grove, CA 95758
Attn: City Manager
E-mail: jbehrmann@elkgrovecity.org

With a copy to: City of Elk Grove
8401 Laguna Palms Way
Elk Grove, CA 95758
Attn: City Attorney
E-mail: jhobbs@elkgrovecity.org

If to PURCHASER: Elk Grove Old Town Mutual Housing Associates, L.P.
c/o Mutual Housing California
3321 Power Inn Road, Suite 320
Sacramento, CA 95826
Attn: CEO

With a copy to: Gubb & Barshay LLP
235 Montgomery Street, Suite 1110
San Francisco, CA 94104
Attn: Nicole Kline
E-mail: nkline@gubbandbarshay.com

If any notice is refused, the notice shall be deemed to have been delivered upon such refusal. Any notice delivered after 5:00 p.m. (recipient's time) or on a non-business day shall be deemed delivered on the next business day. A Party may change or supplement the addresses given above or designate additional addressees for purposes of this section, by delivering to the other Party written notice in the manner set forth above.

23. Entire Agreement. This Agreement and the documents referenced herein contain the entire agreement between the Parties, and this Agreement shall not be modified in any manner except by an instrument in writing executed by the Parties or their respective successors-in-interest.
24. Severability. If any provision of this Agreement is held invalid or unenforceable by any court of final jurisdiction, it is the intent of the Parties that all the other provisions of this Agreement be construed to remain fully valid, enforceable and binding on the Parties.
25. Waivers. A waiver or breach of covenant or provision in this Agreement shall not be deemed a waiver of any other covenant or provision in this Agreement, and no waiver shall be valid unless in writing and executed by the waiving Party. 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.
26. Construction. The section headings and captions of this Agreement are, and the arrangement of this instrument is, for the sole convenience of the Parties to this Agreement. The section headings, captions, and arrangement of this instrument do not in any way affect, limit, amplify, or modify the terms and provisions of this Agreement. The singular form shall include plural, and vice versa. All exhibits referred to in this Agreement are attached to it and incorporated in it by this reference.
27. Merger. All of the terms, provisions, representations, warranties, and covenants of the Parties under this Agreement shall survive the Close of Escrow and shall not be merged in the Grant Deed or other documents.
28. Time of the Essence. Time is of the essence in this Agreement.
29. Successors. This Agreement shall inure to the benefit of and shall be binding upon the Parties to this Agreement and their respective successors.
30. Third-Party Rights. Nothing in this Agreement, express or implied, is intended to confer upon any person, other than the Parties and their respective successors and permitted assigns, any rights or remedies.
31. Further Assurances. SELLER and PURCHASER agree to execute such additional documents and take such additional actions which are consistent with, and as may be reasonable and necessary to carry out the provisions of this Agreement.
32. Joint Drafting. PURCHASER and SELLER acknowledge that this Agreement was negotiated at arm's length, that independent counsel has represented each Party, and that this Agreement has been drafted by both Parties, and no one Party shall be construed as the draftsman.
33. Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, but all of which when taken together shall constitute one and the same Agreement.
34. Days of Week/Time. The time in which any act is to be done hereunder is computed by excluding the first day and including the last. The term "business day" as used in this Agreement, means any calendar day other than Saturday, Sunday or holiday, as defined in Section 6700 of

the California Government Code. If any date for performance herein falls on a business day, the time for such performance shall be extended to 5:00 p.m. on the next business day.

35. Prevailing Wage. It is the responsibility of the Developer to determine whether state or federal prevailing wages apply to the Proposed Project. It is the responsibility of the Developer to pay any required prevailing wages if and when required by California state or federal law. Notwithstanding the foregoing, the City has not imposed and shall not impose in the future unless required by law, and nothing in this Agreement shall be construed as imposing any independent prevailing wage requirements that are different from those imposed by applicable federal or state law. Developer shall indemnify, defend and hold harmless the City and any of its employees, officers, or agents against any claim by any party related to compliance with applicable prevailing wage law, and Developer shall be liable for the payment of all damages, penalties, wages, and attorneys' fees and costs arising out of any such claim.

The Parties hereto have executed this Agreement as of the Effective Date.

SELLER:

City of Elk Grove,
a California municipal corporation

By: _____
Jason Behrmann,
City Manager

PURCHASER:

Elk Grove Old Town Mutual Housing
Associates, L.P.,
a California limited partnership

By: Elk Grove Old Town Mutual Housing
Association LLC, a California limited liability
company, its general partner

By: Mutual Housing California, a California
nonprofit public benefit corporation, its sole
member/manager

By: _____
Craig Adelman,
Chief Executive Officer

APPROVED AS TO FORM:

By: _____
Jonathan P. Hobbs, City Attorney

ATTEST:

By: _____
Jason Lindgren, City Clerk

Dated: _____

Exhibit A

LEGAL DESCRIPTION OF CITY PROPERTY

Real property in the City of Elk Grove, County of Sacramento, State of California, described as follows:

Parcel 1, as shown on that Parcel Map entitled "North 201.24 feet of Lot 14- Gunter's Addition to Elk Grove Book 13 of Maps, Page 21", recorded in Book 29 of Parcel Maps, Page 7, records of said County.

Parcel 2, as shown on that Parcel Map entitled "North 201.24 feet of Lot 14- Gunter's Addition to Elk Grove Book 13 of Maps, Page 21", recorded in Book 29 of Parcel Maps, Page 7, records of said County.

Parcel 3, as shown on that Parcel Map entitled "North 201.24 feet of Lot 14- Gunter's Addition to Elk Grove Book 13 of Maps, Page 21", recorded in Book 29 of Parcel Maps, Page 7, records of said County.

Parcel 4, as shown on that Parcel Map entitled "North 201.24 feet of Lot 14- Gunter's Addition to Elk Grove Book 13 of Maps, Page 21", recorded in Book 29 of Parcel Maps, Page 7, records of said County.

APNs: 134-0072-013 through -016

Exhibit B

SCOPE OF DEVELOPMENT

Capitalized terms which are not defined herein shall have the meaning set forth in the Agreement attached hereto. The Developer agrees that the Property shall be developed in accordance with the provisions of the Agreement and the plans, drawings and related documents approved by the City pursuant hereto. The Developer and its supervising architect, engineer and contractor shall work with City staff to coordinate the overall design, architecture and color of the Project on the Property.

1. Project Description

The Project is located on four vacant parcels on 2.2-acres, currently owned by the City of Elk Grove ("City"), and located at the southeast corner of Elk Grove Boulevard and Webb Street, identified as APNs 134-0072-013, -014, -015, and -016, in the County of Sacramento (the "County"), California, at 9220-9244 Elk Grove Boulevard (the "Property"). On this vacant site, Elk Grove Old Town Mutual Housing Associates, L.P., a California limited partnership ("Developer") shall construct a senior affordable housing development with eighty-nine (89) total new units, including one (1) on-site manager's unit that is not subject to affordability restrictions ("Project").

The Project is anticipated to be financed in part by a loan made by the City, which will be evidenced by documents, including, but not limited to, a Loan Agreement, Promissory Note, Deed of Trust, and Loan Regulatory Agreement (collectively, "Loan Documents").

2. Project Objectives

2.1. Property Use. Property shall be used and continuously operated as affordable housing in accordance with all applicable requirements of the Agreement, the City Regulatory Agreements, Loan Term Sheet, and any other City Documents or Loan Documents relating to permitted uses.

2.2. Target population. Project shall be exclusively developed, operated, and maintained as senior affordable housing in accordance with California Civil Code Section 51.3, defined as housing for "senior citizens" aged 55 years or older.

2.3. Affordability and Income Restrictions. Affordability levels shall, at a minimum, satisfy the restrictions in the Loan Regulatory Agreement. Developer shall restrict 100% of total units, except one (1) three-bedroom onsite manager's unit, to lower-income senior households earning 30% to 70% of the Area Median Income, with adjustments for household size, as established and amended from time to time by HUD pursuant to Section 8(f)(3) of the United States Housing Act of 1937 or such other method of median income calculation applicable to the City that HUD may hereafter adopt in connection with said Act.

2.4. Unit Mix. The unit mix shall be as follows:

Affordability Level (% of AMI)	Total Units	Number of Bedrooms			
		STUDIO	1BD	2BD	3BD
30%	16	1	12	3	-
40%	10	-	8	2	-
50%	21	-	19	2	-
60%	41	-	35	6	-
70%	-	-	-	-	-
Unrestricted	1	-	-	-	1

2.5. Tenant Selection. To provide equitable opportunities for securing affordable housing on the Project site, Developer shall implement a lottery system during the initial pre-occupancy tenant selection process, in accordance with established City-led lottery procedures or practices, and consistent with similar City-funded multifamily apartment complexes.

3. Site Improvements

3.1. Landscaping. Project will be designed in accordance with Elk Grove Municipal Code Chapter 23.54 (landscaping) and Old Town Special Planning Area Design Standards and Guidelines.

3.2. Irrigation System. The automated irrigation system incorporates a “SMART controller” that senses rain to reduce water use. Irrigation piping and fixtures shall be installed with new system that includes appropriate water efficient fixtures.

3.3. Pedestrian and Fire-access Gates. Gates will meet code requirements.

3.4. Fence. The site shall include a 6-foot tall (minimum) wooden fence consistent with the approved entitlements.

3.5. Asphalt Parking Lot and Drive Aisles. Parking lot and drive aisles will be designed in accordance with geotechnical recommendations. The parking lot will meet current code and ADA requirements, including with respect to required ADA van accessible parking.

3.6. Placement/Layout. The building shall be brought forward to Elk Grove Boulevard to maintain the street wall and place parking in the back of the Property with ample landscaping throughout the site.

4. Building Exterior Improvements.

4.1. Roof. The roofing of all buildings shall have TPO roofing membrane with a minimum 20-year warranty.

- 4.2. Gutters, Downspouts and Downspout Extensions. All gutters, downspouts and downspout extensions will be new and connected to a storm drain system and/or routed to surface drain to site bio-retention planters.
 - 4.3. Balcony and Patio Enclosures: Ground floor apartments will have private patios on grade with brick walls; while upper level apartments will have balconies with metal railing.
 - 4.4. Paint/Materials. Building will have interior and exterior painting in a color scheme approved by the City. Non-habitable structures on the property will match the habitable buildings. The materials shall include brick, fiber cement siding for siding, wood trellis and metal railings throughout the apartment building.
 - 4.5. Windows and Sliders. All windows will be energy-efficient windows. Windows will be designed to open and will have screens. Operable windows will have functional locks, and will be operable without excessive effort.
 - 4.6. Trash Enclosures. The site will contain trash enclosures that comply with Elk Grove Municipal Code Title 30 (Solid Waste Management) and Old Town Special Planning Area Design Standards and Guidelines.
 - 4.7. Lighting. The exterior wall light fixtures shall meet code requirements. The lighting fixtures shall compliment the architectural style of the building.
 - 4.8. Sidewalks and Ramps. The sidewalks and ramps will meet current code and ADA requirements throughout the Project.
 - 4.9. Stairways, Railings and Landings. Common area stairs will meet current accessible codes for treads and risers, guardrails and handrails. Bottom of stairs will either be closed off for storage or provided with cane rails. Stairways in common areas will include closed risers and non-slip concrete finish or other slip-resistant material on the treads and shall meet current code requirements.
 - 4.10. Elevators. The site will contain elevators designed to meet current code and ADA requirements.
 - 4.11. Signage. Monument signage, buildings, apartments, garages, parking, ADA, and property signage throughout as required by Elk Grove Municipal Code Chapter 23.62 (Signs on Private Property) and Old Town Special Planning Area Design Standards and Guidelines.
 - 4.12. Security. New CCTV system with web-based cameras at primary automobile entrances, parking, common areas, mailboxes and community room(s).
 - 4.13. Exterior Building Systems. Exterior mounted electrical, mechanical, and plumbing systems will be protected from vandalism.
5. Building Interior
- 5.1. ADA units. The project will contain fully accessible units and hearing/visual equipped units at or above the minimum number required by building code.

- 5.2. Kitchens. All kitchens will have new solid-surface counters, cabinets, drawers, refrigerator/freezer combination appliances, free-standing electric range/oven combination appliances, ventilation hood appliances, dishwashers, sinks, garbage disposals, angle stops, low-flow faucets and finishes. All appliances will be EnergyStar or better. All kitchens will have adequate counter space and cabinet space.
 - 5.3. Bathrooms. All bathrooms will have solid-surface counters, sinks, tubs and surrounds, accessories (i.e., toilet paper holders, towel racks, shower rods and curtains), low-flow showerheads, low-flow toilets and low-flow faucets. Vanities will have cabinets and drawers. A humidistat fan will be installed in all bathrooms. Tub surrounds will be one single solid surface per wall. Bathrooms shall meet current code and ADA requirements.
 - 5.4. Ceilings and Walls. All interior walls and ceilings will have a drywall finish. In select areas of common areas (lobbies, community room, office areas, etc.) higher grade finishes (wood, tile, etc.) and acoustic panels / clouds may be used.
 - 5.5. Doors. All doors will be new and will meet current egress standards. All door hardware will have matching finishes. Exterior doors will have deadbolt locks, keyed latch assemblies, viewers, and screws in strike plates long enough to penetrate the door jamb framing by at least one inch. The dwelling entry door hardware will have single action hardware to release deadbolt and latch assembly. All sliding exterior doors will have screen doors and shall have functional locks and must operate freely without excessive effort.
 - 5.6. Flooring. New luxury vinyl plank ("LVP") flooring will be installed in all residential unit bathrooms, kitchens and living rooms. Carpet may be installed in bedrooms.
 - 5.7. Windows. New window blinds will be installed on all windows and sliders.
 - 5.8. Paint. Paint will be applied to all walls, ceilings, and trim, in all rooms, closets and storage rooms.
 - 5.9. Electrical. GFI outlets will be installed to code. New hardwired smoke and CO detectors will be installed in the hallways of all units. New hardwired smoke detectors will be installed in the bedrooms of all units. Broadband infrastructure will be provided.
 - 5.10. Lighting. All kitchens, dining rooms, bedrooms, bathrooms and hallways will have new energy-efficient light fixtures installed.
6. Community Areas and Resident Amenities
- 6.1. Community Room, Office, Kitchen and Restroom. The community building will contain a multipurpose room with shared kitchen, offices, and other community space. Flooring in common areas will be LVP (minimum 20-millimeter wear layer).
 - 6.2. Kitchen and Restroom. The kitchen will have solid-surface counters, refrigerator/freezer combination appliance, free-standing electric range/oven combination appliances, micro-hood combination appliance, dishwasher, sink, garbage disposal and low-flow faucets. All appliances will be EnergyStar or better. Furniture, fixtures, and cabinets will be installed. The restrooms will meet current code and ADA requirements.

6.3. Laundry Facilities. All laundry facilities will meet code and ADA requirements. New washer and dryer appliances shall be fully electric and energy efficient.

6.4. Resident Amenities and Open Space. The Property shall include various indoor and outdoor amenities available to residents living at the Property, including bike storage rooms, community clubrooms, BBQ/picnic areas, outdoor courtyards, office space for provision of resident services, laundry facilities, bike racks, benches, covered and lighted parking. As many of the existing oak trees shall remain, especially in the open space area and along the south and east sides of the property.

6.5. Laundry Facilities. All laundry facilities will meet code and ADA requirements. New washer and dryer appliances shall be fully electric and energy efficient.

7. Maintenance

7.1. Maintenance of Property. The Developer agrees that after commencement of the Agreement and prior to completion of construction of the improvements, the portions of the Property undergoing construction shall be maintained in a neat and orderly condition to the extent practicable and in accordance with industry health and safety standards, and that, once the improvements are completed, the Property shall be well maintained by the Developer as to both external and internal appearance of the improvements, the common areas, and the open spaces, consistent with the standards of maintenance of similar multifamily apartment complexes.

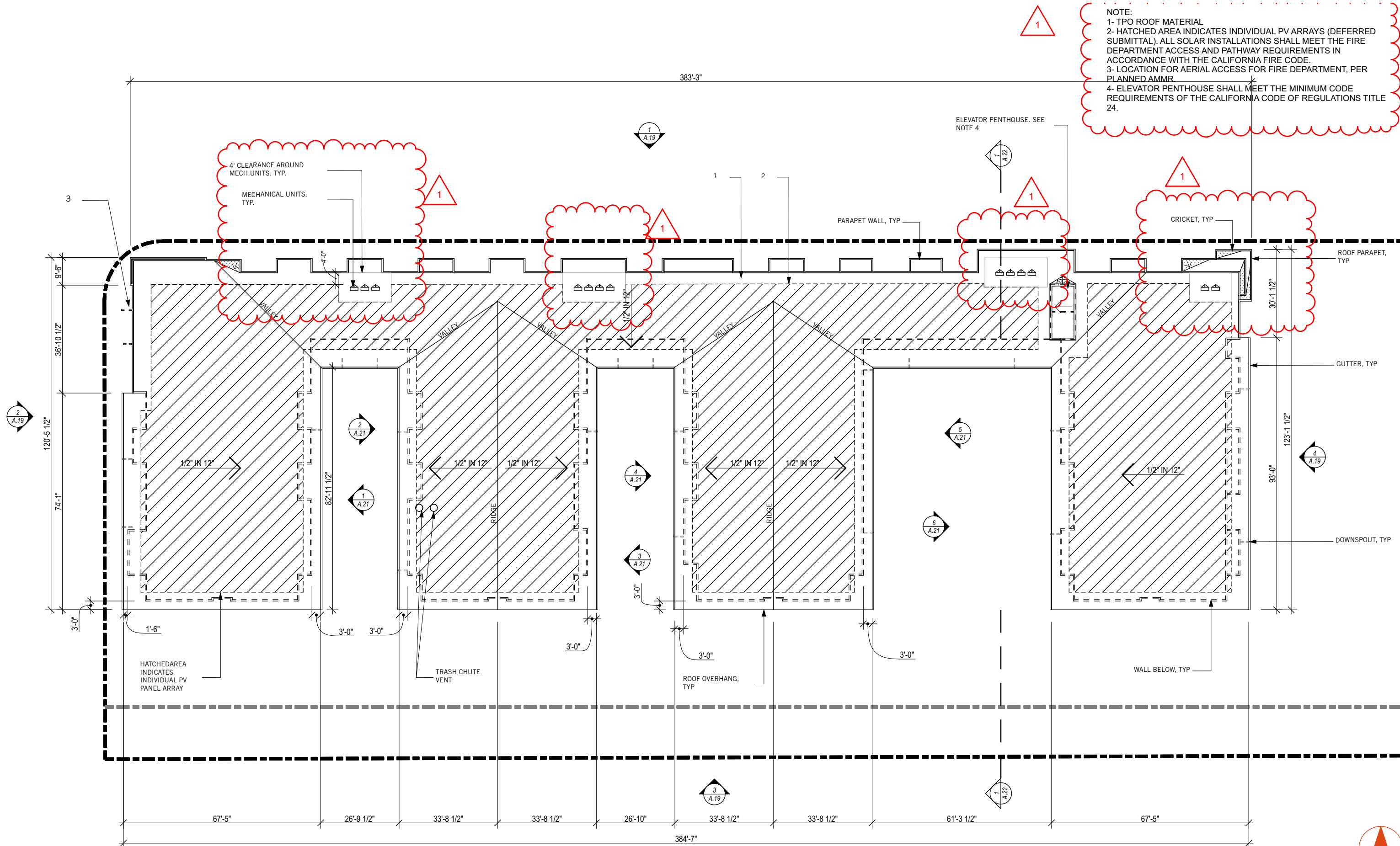
8. Plans.

8.1. Design plans. Developer has provided City with preliminary project designs, prepared by Mogavero Architects, Inc. and dated February 21, 2025 ("Plans"). City has been induced to undertake its obligations under this Agreement by Developer's promise to develop the Proposed Project in accordance with the Plans, the Scope of Development, and the provisions of this Agreement. City shall have the right, but not the obligation, to review any material changes to the Project to assure their conformity with the Plans, the Scope of Development, and the provisions of this Agreement. Based upon such review City shall have the right to approve or reject any material changes to the Project for reasonable cause

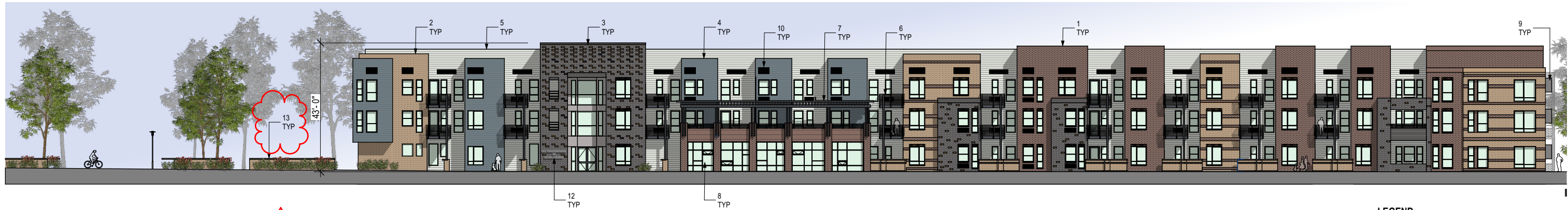
PROPOSED PLANS

[Reserved]

BIMcloud: bimcloud.mogaveroarchitects.com - BIMcloud/222046 - Elk Groves Old Town Site-SD- Printed: Friday, February 21, 2025, 2:19 PM



NOTE:
 1- TPO ROOF MATERIAL
 2- HATCHED AREA INDICATES INDIVIDUAL PV ARRAYS (DEFERRED SUBMITTAL). ALL SOLAR INSTALLATIONS SHALL MEET THE FIRE DEPARTMENT ACCESS AND PATHWAY REQUIREMENTS IN ACCORDANCE WITH THE CALIFORNIA FIRE CODE.
 3- LOCATION FOR AERIAL ACCESS FOR FIRE DEPARTMENT, PER PLANNED AMMR.
 4- ELEVATOR PENTHOUSE SHALL MEET THE MINIMUM CODE REQUIREMENTS OF THE CALIFORNIA CODE OF REGULATIONS TITLE 24.

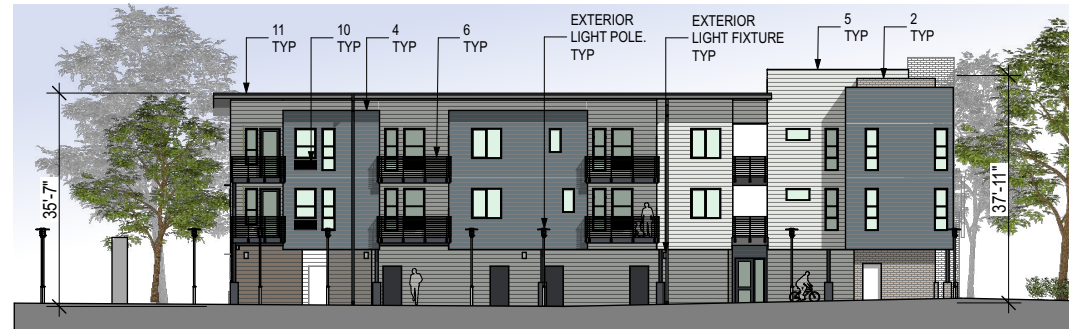


NORTH ELEVATION

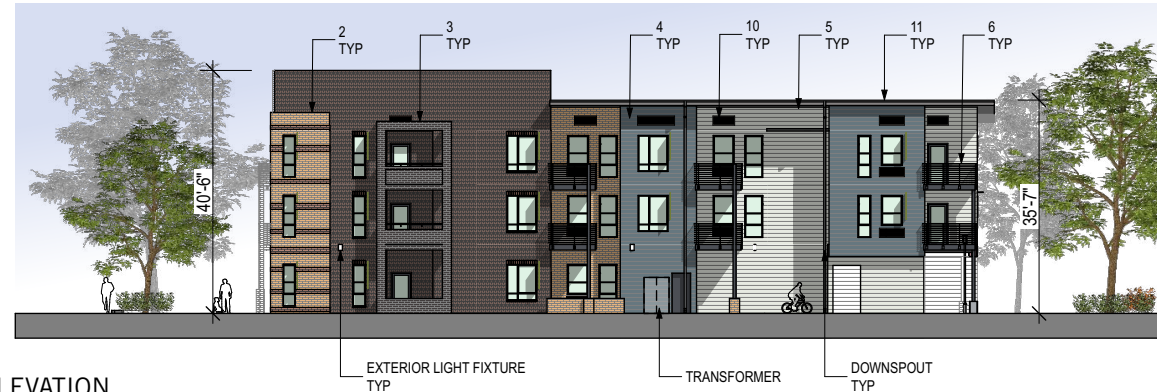


LEGEND

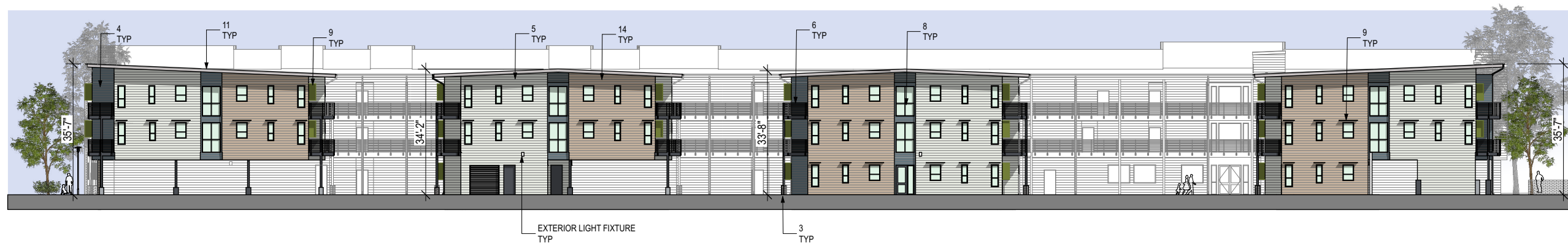
- 1 OLD TOWN RED
MODULAR THIN BRICK 3/4"
H.C. MUDDOX
- 2 SUMMER WHEAT
MODULAR THIN BRICK 3/4"
H.C. MUDDOX
- 3 EBONY
MODULAR THIN BRICK 3/4"
H.C. MUDDOX
- 4 FC SIDING - 12X4
PAINTED STORMY SEA - DE5817
DUNN-EDWARDS
- 5 FC SIDING - 12X4
PAINTED BE COOL - DEHW09
DUNN-EDWARDS
- 6 METAL RAILING
PAINTED CHARCOAL SMUDGE, DE6370
DUNN-EDWARDS
- 7 TRELIS
- 8 GLASS STOREFRONT WITH
BRAKE METAL SYSTEM
- 9 METAL SUNSHADE
PAINTED CHARCOAL SMUDGE, DE6370
DUNN-EDWARDS
- 10 METAL LOUVERS.
- 11 WHITE TPO ROOFING MEMBRANE
- 12 SIGNAGE (BY OTHERS)
- 13 4 FT HIGH BRICK WALL - COLOR PER ELEVA
- 14 PAINTED BIRCHWOOD - DEC752
DUNN-EDWARDS



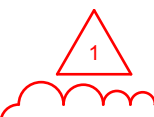
EAST ELEVATION



WEST ELEVATION

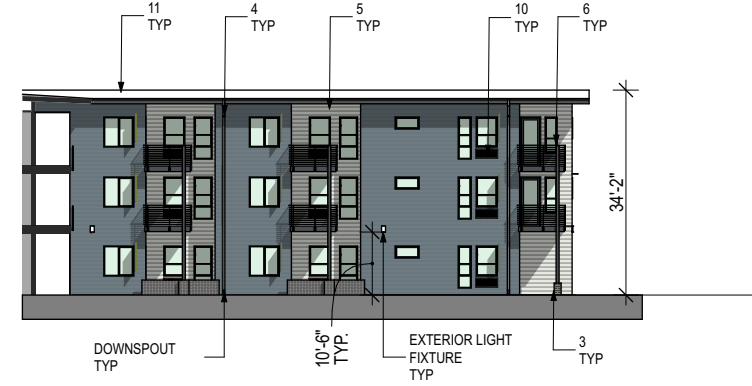


SOUTH ELEVATION

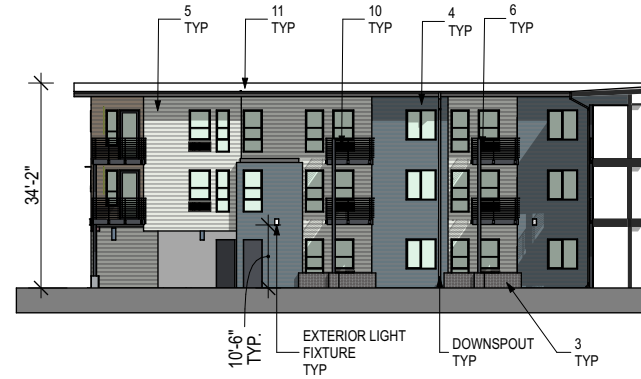




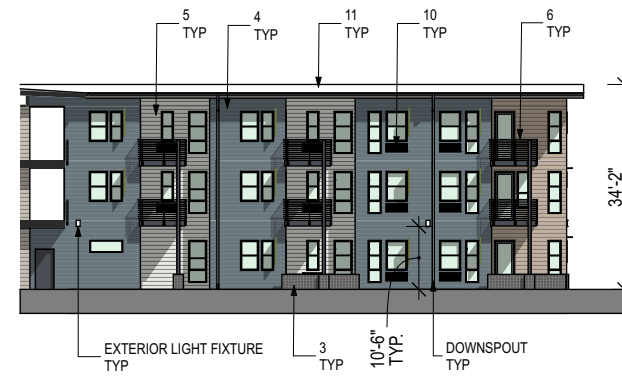
COURTYARD 1 WEST ELEVATION



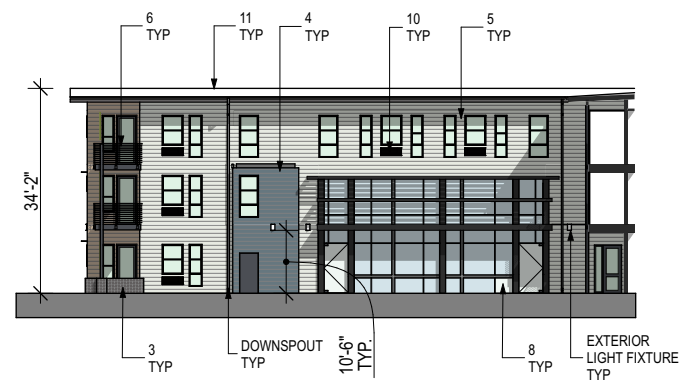
COURTYARD 1 EAST ELEVATION



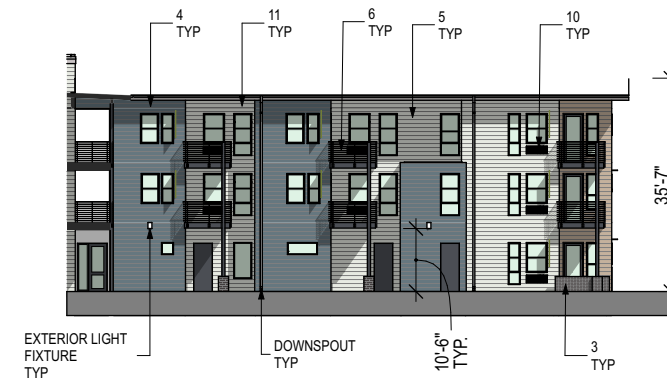
COURTYARD 2 WEST ELEVATION



COURTYARD 2 EAST ELEVATION



COURTYARD 3 WEST ELEVATION



COURTYARD 3 EAST ELEVATION

LEGEND

- 1 OLD TOWN RED
MODULAR THIN BRICK 3/4"
H.C. MUDDOX
- 2 SUMMER WHEAT
MODULAR THIN BRICK 3/4"
H.C. MUDDOX
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- 14 PAINTED BIRCHWOOD - DEC752
DUNN-EDWARDS



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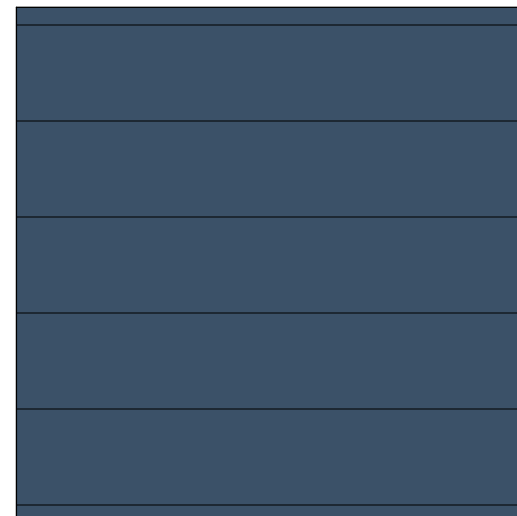
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MODULAR THIN BRICK 3/4"
H.C. MUDDOX



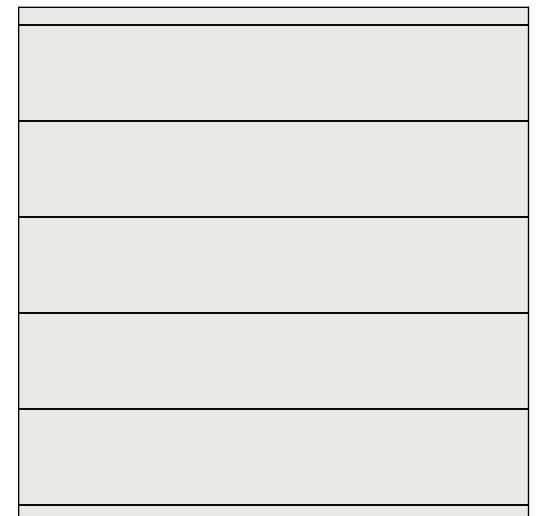
2 SUMMER WHEAT
MODULAR THIN BRICK 3/4"
H.C. MUDDOX



3 EBONY
MODULAR THIN BRICK 3/4"
H.C. MUDDOX



4 FC SIDING - 12X4
PAINTED STORMY SEA - DE5817
DUNN-EDWARDS



5 FC SIDING - 12X4
PAINTED BE COOL - DEHW09
DUNN-EDWARDS



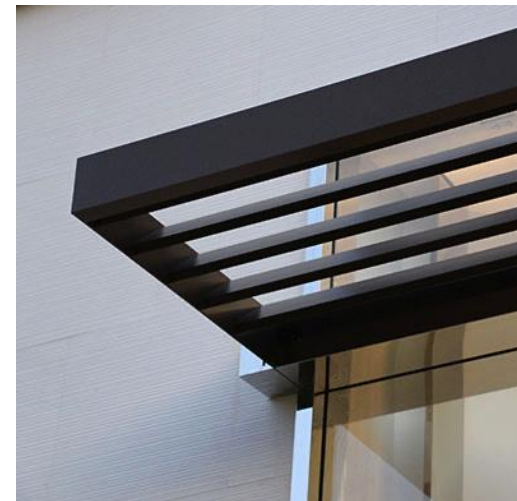
6 METAL RAILING
PAINTED CHARCOAL SMUDGE, DE6370
DUNN-EDWARDS



7 TRELLIS



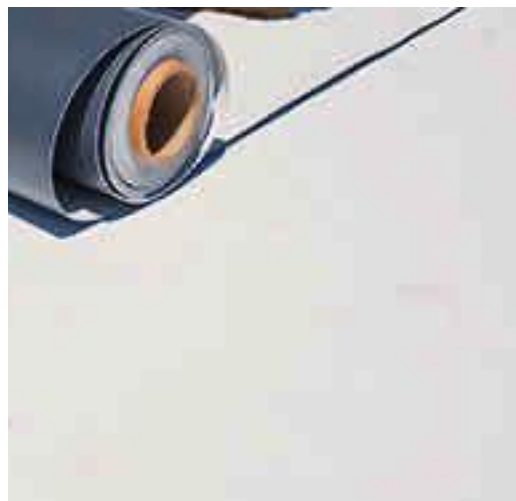
8 GLASS STOREFRONT WITH
BRAKE METAL SYSTEM



9 METAL SUNSHADE
PAINTED CHARCOAL SMUDGE, DE6370
DUNN-EDWARDS



10 METAL LOUVERS



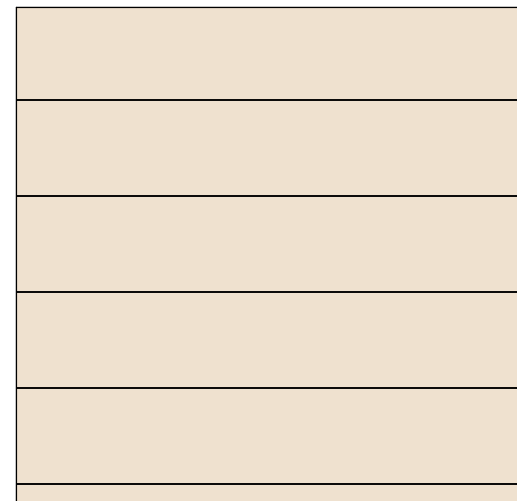
11 WHITE TPO ROOFING MEMBRANE



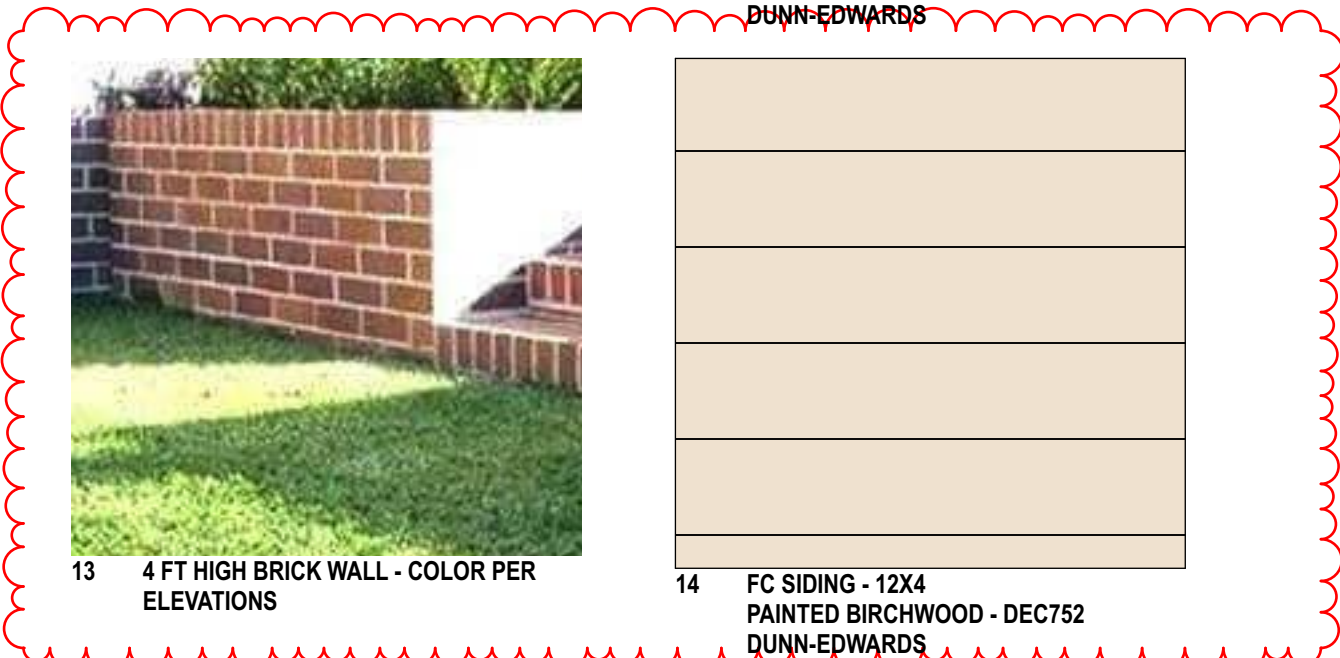
12 SIGNAGE (BY OTHERS)



13 4 FT HIGH BRICK WALL - COLOR PER
ELEVATIONS



14 FC SIDING - 12X4
PAINTED BIRCHWOOD - DEC752
DUNN-EDWARDS



Dexter 06" LED Outdoor Sconce
MODEL: DEXW060624



LIGHT SOURCE: Integrated LED
LENGTH: 2.24"
WIDTH: 5.52"
HEIGHT: 5.52"
EXTENDS: 2.24"
VOLTAGE: 120-277V
WATTAGE: 24W
CRI: 80
SOURCE LUMENS: 2400
DELIVERED LUMENS: 1025
COLOR TEMPERATURE: 3000K
DIMMING TYPE: Not Dimmable
FINISH OPTIONS: Black, Bronze, White
DIFFUSER: Clear
DIFFUSER MATERIAL: Glass
WARRANTY: 5 Year Limited. Restrictions Apply Based on Location.
LED LIFE: 50,000 hrs.



**Kylo LED Outdoor Sconce
KYLW Series**

Features
 This outdoor LED light is ideal for security and general lighting. For outdoor or indoor residential, commercial, and hospitality applications. Fixture mounts to a standard junction box (not included).

Construction
 Metal construction. Standard mounting holes and hardware are included. Power supply connections must be made inside a junction box (not included).

Finish
 Two-tone metal finish. Black exterior and Copper interior.

Electrical
 Input 120 VAC / 60 Hz
 Minimum starting temp -4° F / -20° C.

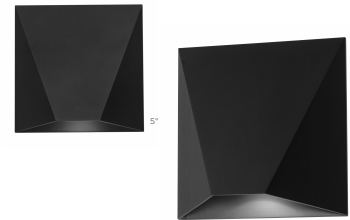
LED
 Integrated LED modules capable of producing:
 9W = 500 delivered lumens
 12W = 600 delivered lumens
 Adjustable CCT - 2700K/3000K/3500K/4000K/5000K
 Rated for 50,000 Hrs., 90 CRI.

Certification
 cETLus listed for wet locations.
 Title 24/JA8 Compliant

Warranty
 Limited warranty. This fixture is free from defects in materials and workmanship for a period of 5 years from date of purchase.

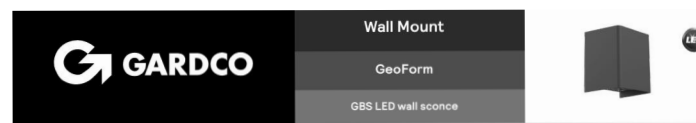
Specifications and dimensions
 subject to change without notice.

LOCATION		DATE
PREPARED BY		QUANTITY
COMMENTS		FIXTURE TYPE
CATALOG NUMBER		



1x6 WOOD BOARDS / 6' TALL. RED WOOD CEDAR WITH STEEL POSTS.
 PRESERVATIVE: THOMPSON WATER SEAL - CLEAR FINISH, TO BE REAPPLIED EVERY 5 YEARS.

WALL MOUNT LIGHT FIXTURE -W1



Gardco GeoForm block small LED wall sconce features a compact geometric design that will complement a range of architectural styles. GeoForm is available with two light engines: precision plus optics which feature type 2, 3, and 4 distributions, as well as light effects optics which offer wall wash, spot, and pencil beam distributions. GeoForm with light effects may be inverted for a wet location uplight option. A diffuse lens is also available for over doorway applications. Emergency battery backup option provides path-of-egress illumination and multiple control options further enhance energy savings.

Project: _____
 Location: _____
 Cat. No.: _____
 Type: _____
 Lamp: _____ Qty: _____
 Notes: _____

Ordering guide example: GBS-A03-840-TM-UNV-M3

Luminaire	Configuration (from lumens)	Color Temperature	Distribution	Voltage	Dimming Controls	Electrical	Options	Finish
GBS GeoForm Block Small	Precision Plus optics	3000K	T2M Type 2	120 120V	none	Lease blank (0-10V dimming driver standard)	none	Textured
	A01 1,500 lumens	840 80CRI	T2M Type 3	208 208V	DLEA Dimming Leads Externally Accessible (controls by others)	SP2 Surge Protector 20kV/90A	BAC* Meets the requirements of the Boy American Act of 1933 (BAA)	WH White
	A02 2,500 lumens	840 80CRI	T2M Type 4	240 240V	FAWFS Field Adjustable Wastage Selector	PCB* Photocontrol Button (100-37V)	CCO Specify optional color or RAL, contact factory quote	BZ Bronze
	A03 4,000 lumens	760 70CRI	DPL Diffusing lens	277 277V	FCB* Canadian Double Pole (240V/240V)	FCB* Photocontrol Button (100-37V)	SC Special Color (must supply color chip, requires factory quote)	DK Dark Gray
	A04 5,000 lumens	840 80CRI	SPF Spot	347 347V	FCB* Canadian Double Pole (240V/240V)	FCB* Photocontrol Button (100-37V)		MG Medium Gray
	A05 6,000 lumens	840 80CRI	PEN Pencil Beam	480 480V	FCB* Canadian Double Pole (240V/240V)	FCB* Photocontrol Button (100-37V)		
	A06 8,000 lumens	840 80CRI	Beam	UNV 347-480V	FCB* Canadian Double Pole (240V/240V)	FCB* Photocontrol Button (100-37V)		

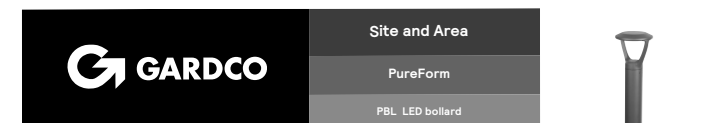
1. Only available from 120-277V or in UNV.
2. Only one option can be selected from Dimming Controls column.
3. Not available with Emergency battery pack.
4. Only available from 120-277V, must specify voltage.
5. Failure to properly select the "BAC" suffix could result in you receiving product that is not BAA compliant product with no return for an RMA or refund. This BAC designation hereunder does not address (i) the applicability of, or availability of a waiver under, the Trade Agreements Act, or (ii) the "Buy American" domestic content requirements imposed on states, localities, and other non-federal entities as a condition of receiving funds administered by the Department of Transportation or other federal agencies.
6. Consult Signify to confirm whether specific accessories are BAA-compliant.

Luminaire Accessories (order separately)⁸
GF-WS-BK Wall Mounted Box for surface conduit, painted black
GF-INV Inversion Mounting kit (required with inverted mounting)

GBS_GeoForm_Block_Small 04/24 page 1 of 5



WALL MOUNT LIGHT FIXTURE-W3



Gardco PureForm LED bollard PBL integrates a sleek, low profile design, extraordinary light output, and energy savings into an innovative pedestrian scale luminaire. PureForm bollard features a high performance optical system designed to achieve wide spacings and full cutoff performance. Three heights available for a customized look. IP66 optics ensure dust or moisture will never interfere with performance.

Project: _____
 Location: _____
 Cat. No.: _____
 Type: _____
 Lamp: _____ Qty: _____
 Notes: _____

Ordering guide example: PBL-42-14L-450-NW-G2-5-UNV

Luminaire	Shaft Height	Number of LEDs	Drive Current	LED Color - generation	Distribution	Emergency	Voltage
PBL PureForm bollard	36 Standard Shaft 36" 42 Standard Shaft 42" 60 Standard Shaft 60"	14 LEDs (Full ring)	100 100mA 200 200mA 350 350mA 600 600mA 800 800mA 1050 1050mA	NW-G2 Warm White 3000K, 80CRI Generation 2 NW-G2 Neutral White 4000K, 80CRI Generation 2 CW-G2 Cool White 5000K, 80CRI Generation 2	Type 3 Type 3 Type 5 Type 5	Lease blank for no battery EBP Emergency battery pack	120 100V 208 220V 240 240V 347 347V 480 480V UNV 120-277V (50-60Hz)

Options	Dimming controls	Motion Sensing	Photo-sensing	Electrical	Finish
DD 0-10V External dimming (by others) ¹¹ FAWFS Field Adjustable ¹² LLC Wireless control without PIR sensor ¹³ BL Bi-level functionality with motion sensor ¹⁴	IMR Integral Infrared ¹⁵ PCB Photocontrol button ¹⁶	F1 Single (120, 277, 347VAC) ¹⁷ F2 Double (208, 240, 480VAC) ¹⁷ F3 Canadian Double Pole (240, 240, 480VAC) ¹⁷	F1 Single (120, 277, 347VAC) ¹⁷ F2 Double (208, 240, 480VAC) ¹⁷ F3 Canadian Double Pole (240, 240, 480VAC) ¹⁷	SP2 Increased 20kA GFCI Ground Fault Interrupt Outer ¹⁸	BK Black WH White BZ Bronze DK Dark Gray MG Medium Gray

1. Extended lead times apply. Contact factory for details.
2. Not available in 100, 200 or 350mA.
3. Not available with LLC and CEM.
4. Not available with motion sensor.
5. Not available with photocontrol.
6. Available only with BL dimming control.
7. Not available with LLC and CEM.
8. Must specify input voltage.
9. Available in 120V only.
10. Not available in 347 or 480V.
11. Not available in 120, 300, and 1050mA.
12. Not available with LLC.

Accessories

Service	12NC	Description
For shipment with the bollard (order 1 per bollard)	912401538801	NIT, PBL ANCHOR BOLTS & TEMPL

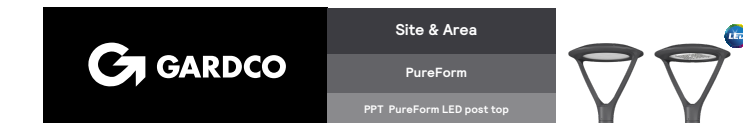
PBL PureForm bollard 04/24 page 1 of 4



WALL MOUNTED LIGHT FIXTURE- W4

PATH LIGHT BOLLARDS - B

WOOD FENCE



Gardco PureForm LED post top features a sleek, low profile design and is available with two light engines. ComfortEdge optics provide a unique and lower glare lighting solution designed to enhance visual comfort for pedestrian applications, while precision optics maximize efficiency and spacing. PureForm post top is available with multiple optical distributions with output up to 17,000 lumens. A full range of control options provides additional energy savings. Optional integral emergency battery backup is available for path-of-egress illumination.

Project: _____
 Location: _____
 Cat. No.: _____
 Type: _____
 Lamp: _____ Qty: _____
 Notes: _____

Ordering guide Example: PPT-P-A09-840-TSM-T3-120-DALI-CS30-FCB-BZ

Profile	Catalog Code	Lumens Selection	CCT/CRI	Distribution	Shielding	Mounting	Voltage
PPT PureForm post top	P Precision optics C Comfort optics	A01 2500 A02 3500 A03 5000 A04 7000 A05 9000	A06 10000 A07 13000 A08 16000 A09 17000	730 70CRI, 3000K 740 70CRI, 4000K 750 70CRI, 5000K 840 80CRI, 4000K 827 80CRI, 2700K (ETON)	T2M Area optic type 2 T3M Area optic type 3 T4M Area optic type 4 T5M Area optic type 5 BLC Back-light control	None - Internal house made shield (IHS-00) T1 Post top adapter T2 3"x4" tenon (standard) T3 3"x4" tenon (interior) T4 240 240V UNV 120-277V 347 347V 480 480V T5 374 347V 480 480V (separately)	120 120V 208 208V 240 240V 347 347V 480 480V UNV 120-277V (50-60Hz)

Driver Type	Dimming Controls (only one may be selected)	Lighting controls (only one may be selected)	Emergency	Finish
0-10V	None	None	None - Emergency battery backup (GFCI to +40°C/212°F to +104°F)	Standard textured finish
0/0V 0-10V	DLEA Dimming leads externally accessible (controls by others) FAWFS Field adjustable wastage selector BLBLSOL* PIR motion response dim to 50% L3 lens (non-DAL) BLBLSOM* PIR motion response dim to 50% L3 lens (non-DAL) & on/off photocell	TLR* Photocontrol button TLR7 8-pin twist lock w/ 0-10V driver TLR8 7-pin twist lock w/ 0-10V driver (non-DAL) TLR9* 7-pin twist lock w/ 0-10V driver (non-DAL) & on/off photocell	EM** Emergency battery backup (GFCI to +40°C/212°F to +104°F) EMC* Emergency battery pack, cold reset (DPC) to +40°C/4°F to +104°F	BK Black WH White BZ Bronze DK Dark gray MG Medium gray
DALI	None	None	None	Customer specified
DALI SR/ DALI	CS30* Security 50% dimming, 7 hours CS30** Median 50% dimming, 8 hours CS30*** Security 30% dimming, 7 hours CS30**** Median 30% dimming, 8 hours	PCB** Photocontrol button TLR** 8-pin twist lock SR/DALI driver TLR7** 7-pin twist lock SR/DALI driver (DAL) TLR9** 7-pin twist lock SR/DALI driver (DAL) & on/off photocell	F1* Single Fuse (208V, 277V, or 480V) F2* Double Fuse (208V, 240V, or 480V) F3* Double Fuse Canadian double pole (208V, 240V, or 480V)	OC Optional color (specify optional color or RAL, contact factory) SC Special color (must supply color chip, requires factory quote)
	WAPLW** Wireless interact outdoor low mounting (7-15), white housing WAPLW*** Wireless interact outdoor low mounting (15-40), white housing WAPLW**** Wireless interact outdoor low mounting (15-40), black housing	None	None	None

1. Extended lead times apply. Contact factory for details.
2. Available with Area optics only. Not allowed with Comfort optics.
3. Available with Comfort optics only at 120-347V. Not allowed with Area optics.
4. Not available at 347-480V(60Hz).
5. Not available at 347-480V(60Hz) for Prewired (P-Axx) optic luminaire packages.
6. Not available at 120-277V(60Hz) for Prewired (P-Axx) optic luminaire packages.
7. Not available with emergency options.
8. DALI only compatible with DALI and Dimmerless (DLC, DALI) Dimming control options.
9. Not available with Comfort (C-Axx) optic luminaire packages A07-A09.
10. If selected with Dimming control, DIM leads from receptacle will not be connected to driver.
11. Available only with Comfort optics.
12. Must specify input voltage.
13. BLBLSOM* options and Backlock photocell options (TLR9, TLR7, TLR9C, PCB) are not compatible due to mechanical conflict.
14. Not available with emergency options.
15. EMC limited to 20°C max ambient with shielding and AOB. All other configurations listed to 40°C ambient.
16. For comfort PPT, emergency cold-pack compatible with BLBLSOL & PCB/TLR9 & Zhaiga & FAWFS.

PPT PureForm post top Gen 2 04/24 page 1 of 6



Exhibit C

SCHEDULE OF PERFORMANCE

Capitalized terms which are not defined herein shall have the meaning set forth in the Agreement attached hereto. This Schedule of Performance may be modified in writing by the Developer and by the City Manager on behalf of the City without formal amendment of this Agreement.

Milestone	Schedule
Public Outreach and Engagement	Completed
Appraisal	Completed
Submit Loan Application and Preliminary Pro Forma	Completed
Execution of Amended and Restated LOI	Completed
Execute the Disposition and Development Agreement in a form satisfactory to both parties. City to declare Site "exempt surplus" at this time.	April 2025
Secure loan commitment from City Affordable Housing Fund.	March 2025
Developer Submits CDLAC/TCAC Application	May 2025
Consideration of entitlements by appropriate City approval authority.	June 2025
Secure Project funding	Summer 2025 – Late 2026
Developer shall prepare and submit the Final Financing Plan/Pro Forma	Within 180 days after receipt of CDLAC/TCAC Award
Close of Escrow	180 days from date of CDLAC/TCAC award in any competition held in 2025 or 2026
Break Ground/Begin Construction	Early 2026 – Mid 2027
Construction Completed	Summer 2027 – Late 2028
Lease-up / Certificate of Occupancy	Late 2027 – Early 2029

Exhibit D

CITY LOAN TERM SHEET

[Reserved]

Exhibit E

INSURANCE REQUIREMENTS

A. Prior to commencement of any work on the Proposed Project and continuing until issuance of a Certificate of Occupancy, DEVELOPER and all contractors working on behalf of DEVELOPER shall provide to the City proof of, and maintain in full force and effect at all times until the issuance of a Certificate of Occupancy, at its sole cost and expense, policies of insurance as set forth herein. DEVELOPER and all contractors shall comply with all reporting and other provisions of the policies of insurance as set forth herein including, but not limited to, timely reporting of claims and suits. Further, should DEVELOPER maintain any programs of self-insurance, DEVELOPER shall comply with the applicable fulfillment of any self-insured retentions.

1. General Liability:

- a. Comprehensive general liability insurance including, but not limited to, protection for claims of bodily injury and property damage liability, personal and advertising injury liability, and product and completed operations liability.
- b. Coverage shall be at least as broad as Insurance Services Office Commercial General Liability coverage form CG 0001 (occurrence).
- c. Claims-made coverage is not acceptable.
- d. The limits of liability shall not be less than:

Each occurrence:	Two Million Dollars (\$2,000,000)
Products & Completed Operations:	Two Million Dollars (\$2,000,000)
Personal & Advertising Injury:	Two Million Dollars (\$2,000,000)

2. Umbrella Liability Policy:

- a. The policy must follow form of the underlying liability policies.
- b. The limit of liability shall not be less than \$5,000,000 per occurrence.

3. Automobile Liability:

- a. Automobile liability insurance providing protection against claims of bodily injury and property damage arising out of operation, maintenance, or use of hired and non-owned automobiles
- b. Coverage shall be at least as broad as Insurance Services Office Automobile Liability coverage form CA 0001, symbols 8 and 9 (hired and non-owned). DEVELOPER's coverage providing symbol 1 (Any Auto) shall be satisfactory.
- c. The limits of liability per accident shall not be less than:

Combined Single Limit	One Million Dollars (\$1,000,000)
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4. Worker's Compensation:

- a. Worker's Compensation Insurance, with coverage as required by the State of California (unless the DEVELOPER is a qualified self-insurer with the State of California), and Employers Liability coverage. The DEVELOPER shall execute a certificate in compliance with Labor Code Section 1861, on the form provided in Exhibit E.
- b. Employer's Liability Coverage shall not be less than the statutory requirements.
- c. If an injury occurs to any employee of the DEVELOPER for which the employee or his dependents, in the event of his death, may be entitled to compensation from the City under the provisions of the Acts, for which compensation is claimed from the City, there will be

retained out of the sums due the DEVELOPER under this Agreement, an amount sufficient to cover such compensation as fixed by the Acts, until such compensation is paid or it is determined that no compensation is due. If the City is required to pay such compensation, the amount so paid will be deducted and retained from such sums due, or to become due to the DEVELOPER.

- d. The insurer shall agree to waive all rights of subrogation against the City, its officers, officials, and employees for losses arising from work performed by the DEVELOPER.

5. Builder's Risk:

- a. Builder's Risk "Special Form" Completed Value upon the entire Proposed Project which is the subject of this Agreement, including completed work and work in progress.
- b. The policy or policies of insurance shall name the DEVELOPER and the City, its officials, officers, employees, agents, and volunteers as insureds as loss payees as their respective interests may appear.
- c. The Policy shall include an insurer's waiver of subrogation rights in favor of the DEVELOPER and the City, its officials, officers, employees, agents, and volunteers.
- d. Such insurance may have a deductible clause, but the amount of the deductible shall be subject to the approval of the City.
- e. In no event shall the Builder's Risk Coverage be less than the total value of the Agreement.
- f. DEVELOPER shall comply with all insurance requirements and shall not permit any condition to exist on the Property that would invalidate any part of any insurance coverage that this Instrument requires DEVELOPER to maintain.
- g. In the event of loss, DEVELOPER shall give immediate written notice to the insurance carrier and to City.
- h. The policy's deductible shall not exceed Fifty Thousand Dollars (\$50,000).

B. Upon issuance of a Certificate of Occupancy and continuing until the maturity date of the Loan, DEVELOPER shall provide to the City proof of, and maintain in full force and effect at all times until the maturity date of the Loan, at its sole cost and expense, policies of insurance as set forth herein:

1. General Liability:

- a. Comprehensive general liability insurance including, but not limited to, protection for claims of bodily injury and property damage liability, personal and advertising injury liability and product and completed operations liability.
- b. Coverage shall be at least as broad as Insurance Services Office Commercial General Liability coverage form CG 0001 (occurrence).
- c. Claims-made coverage is not acceptable.
- d. The limits of liability shall not be less than:

Each occurrence:	Two Million Dollars (\$2,000,000)
Products & Completed Operations:	Two Million Dollars (\$2,000,000)
Personal & Advertising Injury:	Two Million Dollars (\$2,000,000)

2. Umbrella Liability Policy:

- a. The policy must follow form of the underlying general liability policies.
- b. The limit of liability shall not be less than \$5,000,000 per occurrence.

3. Automobile Liability:

- a. Automobile liability insurance providing protection against claims of bodily injury and property damage arising out of ownership, operation, maintenance, or use of hired and non-owned automobiles.

- h. The policy's deductible shall not exceed Fifty Thousand Dollars (\$50,000).
- C. Prior to commencement of any work on the Proposed Project and continuing until the maturity date of the Loan, DEVELOPER and all contractors working on behalf of DEVELOPER shall abide by the following:
1. All general and auto liability policies required by this Agreement shall contain the following provisions and endorsements:
 - a. The City, its officers, officials, employees, agents and volunteers shall be covered and specifically named as additional insured as respects liability arising out of activities performed by or on behalf of the DEVELOPER, products and completed operations of the DEVELOPER, premises owned, occupied, or used by the DEVELOPER, or automobiles owned, leased, hired, or borrowed by the DEVELOPER on a separate endorsement acceptable to the City.
 - b. The insurer shall agree to waive all rights of subrogation against the City, its officers, officials, employees, and volunteers for losses arising from work performed by the DEVELOPER.
 - c. The policy shall contain no special limitations on the scope of coverage afforded to the City, its officials, employees, agents or volunteers.
 - d. Any insurance or self-insurance maintained by the City, its officers, officials, employees or volunteers shall be in excess of the DEVELOPER's insurance and shall not contribute with it, to the payment or satisfaction of any defense expenses, loss or judgment.
 2. Acceptability of Insurers: Insurance is to be placed with insurers with a **Bests' rating of no less than A:VII.**
 3. Any deductibles, aggregate limits, pending claims or lawsuits that may diminish the aggregate limits, or self-insured retention(s), must be declared to, and approved by, the City.
 4. The DEVELOPER shall furnish the City with certificates of insurance and original endorsements or insurance binders, signed by a person authorized by the insurer to bind coverage on its behalf, evidencing the coverage required by this Agreement. At anytime at the written request of the City, DEVELOPER agrees to furnish a duplicate original or certified copy of each required policy including the declaration pages, conditions, provisions, endorsements, and exclusions.
 5. The City, at its discretion, may increase the amounts and types of insurance coverage required hereunder at any time during the term of the Agreement by giving 30 days written notice.
 6. The DEVELOPER shall serve the City notice, in writing by certified mail, within 2 days of any notices received from any insurance carriers providing insurance coverage under this Agreement that concern the suspension, voidance, cancellation, termination, reduction in coverage or limits, non-renewal, or material changes of coverage proposed or otherwise.
 7. If the DEVELOPER fails to procure or maintain insurance as required by this section, and any Supplementary Conditions, or fails to furnish the City with proof of such insurance, the City, at its discretion, may procure any or all such insurance. Premiums for such insurance procured by the City shall be deducted and retained from any sums due the DEVELOPER under the Agreement.
 8. Failure of the City to obtain such insurance shall in no way relieve the DEVELOPER from any of its responsibilities under the Agreement.

9. The making of progress payments to the DEVELOPER shall not be construed as relieving the DEVELOPER or its agents of responsibility for loss or direct physical loss, damage, or destruction occurring prior to final acceptance by the City.
10. The failure of the City to enforce in a timely manner any of the provisions of this section shall not act as a waiver to enforcement of any of these provisions at any time during the term of the contract.
11. The requirement as to types, limits, and the City's approval of insurance coverage to be maintained by DEVELOPER are not intended to, and shall not in any manner, limit or qualify the liabilities and obligations assumed by DEVELOPER under the Agreement.

Exhibit F

**CERTIFICATE OF COMPLIANCE WITH LABOR CODE § 3700,
RELEASE AND INDEMNIFICATION**

The undersigned, on behalf of and as the duly certified representative of PURCHASER, certifies as follows:

1. PURCHASER is aware of the provisions of Section 3700 of the Labor Code which require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code, and PURCHASER has complied or will comply with such provisions before commencing the performance of the work of this Agreement.

2. Should PURCHASER fail to secure Workers' Compensation coverage as required by the State of California, PURCHASER shall release, hold harmless, defend and indemnify the City of Elk Grove from and against any damage, liability, claim, cause of action and any other loss, including without limitation, court costs, reasonable attorney's fees and costs resulting from any failure to take and/or maintain Workers' Compensation insurance as required by law. The provisions of this Exhibit shall survive termination, suspension and/or completion of this Agreement. It is further understood and agreed that this release and assumption of risk is to be binding on PURCHASER successors, heirs and assigns.

PURCHASER
ELK GROVE OLD TOWN MUTUAL
HOUSING ASSOCIATES, L.P.

By: _____

Date: _____

Name: _____

Title: _____