

AGREEMENT FOR PURCHASE AND SALE OF
REAL PROPERTY AND ESCROW INSTRUCTIONS

This AGREEMENT FOR PURCHASE AND SALE OF REAL PROPERTY AND ESCROW INSTRUCTIONS (the "Agreement") is made and entered into as of 04/07/2026 by Harmanjeet Singh and Simranjot Kaur, husband and wife as joint tenants("Seller"), and City of Santa Rosa, a California Municipal Corporation ("Buyer"). The foregoing date is for reference purposes only. The "Agreement Date" shall be the later of the dates on which Seller or Buyer executes this Agreement.

RECITALS

- A. Seller is the owner ("Owner") of that certain real property located at 3875 Skyfarm Drive, Santa Rosa in the County of Sonoma, Sonoma County Assessor's Parcel Number 173-760-034 (the "Property").
- B. Buyer requires the Property for future relocation of a reservoir tank
- C. Seller now desires to sell the Property to Buyer, and Buyer desires to purchase the Property from Seller, in accordance with the terms and conditions contained in this Agreement.

AGREEMENT

NOW, THEREFORE, for and in consideration of the mutual covenants and agreements contained herein, and other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, Buyer and Seller hereby agree as follows:

1. PURCHASE AND SALE.

1.1 Agreement to Buy and Sell. Subject to the terms and conditions set forth herein, Seller agrees to sell and convey to Buyer, and Buyer hereby agrees to acquire and purchase from Seller, the Property and rights as follows. Seller hereby agrees that, as used herein, the term "Property" shall include the Property and all of Seller's right, title and interest in and to all entitlements, easements, rights, mineral rights, oil and gas rights, water, water rights, air rights, development rights, fee credits, and privileges appurtenant thereto and all improvements located on the Property at time of sale.

1.1.1 Purchase Price. The purchase price for the Property shall be Six Hundred Thousand Dollars (\$600,000) (the "Purchase Price"). The Purchase Price is payable as follows:

(a) Deposit. Within fifteen (15) business days of the Agreement Date, Buyer shall deposit with Escrow Holder, as defined below, the sum of Eighteen Thousand Dollars (\$18,000) (the "Deposit"), all of which shall be applicable to the Purchase Price.

(b) Purchase Price Balance. Provided that all conditions to Buyer's obligations have been satisfied or expressly waived by Buyer in writing on or prior to the Closing Date, Buyer shall deposit with Escrow Holder funds or such other instruments equaling the amount of the Purchase Price, less the Deposit already paid by Buyer (the "Purchase Price Balance").

(c) Independent Consideration. The Deposit includes the amount of One Hundred Dollars (\$100.00) (the "Independent Consideration") as independent consideration for Seller's performance under this Agreement and shall be retained by Seller in all instances. The Independent Consideration shall be non-refundable to Buyer as independent consideration for the rights extended to Buyer under this Agreement. The Independent Consideration shall be released

to Seller immediately following Buyer's deposit of such funds into Escrow. In all instances under this Agreement in which Buyer elects to terminate or is deemed to have terminated the Agreement, and notwithstanding any return of the Deposit to Buyer as provided elsewhere in this Agreement, Seller shall retain the Independent Consideration. If Closing occurs, the Independent Consideration shall be applied against the Purchase Price.

1.2 Due Diligence Period; Termination. Buyer shall have the time periods provided in Section 3.2 (the "Due Diligence Dates") to conduct inspections and investigations of the Property to determine in Buyer's sole and absolute discretion whether to proceed with the purchase of the Property. The time period between the Agreement Date and the final Due Diligence Date is the "Due Diligence Period". Notwithstanding any provisions of this Agreement to the contrary, including without limitation any provisions requiring Buyer to reasonably exercise any approval rights of Buyer under this Agreement, Buyer shall have the right to terminate this Agreement at any time prior to the expiration of the Due Diligence Period, for any reason or no reason in its sole and absolute discretion, upon delivery to Escrow Holder and Seller of a written termination notice.

2. ESCROW AND CLOSING.

2.1 Opening of Escrow. Within five (5) business days after the Agreement Date, Buyer shall open escrow (the "Escrow") with an Escrow officer from Title Company (as defined below) (the "Escrow Holder") and shall deliver to Escrow Holder a copy of the fully executed Agreement or executed counterparts hereof along with the deposit amount. Escrow Holder shall thereupon prepare and submit to Seller and Buyer for approval escrow instructions incorporating this Agreement as part thereof and containing such other standard and usual provisions as may be requested by Escrow Holder and approved by Seller and Buyer in writing; provided, however, that no escrow instructions shall modify or amend any provision of this Agreement. In the event there is a conflict between any such standard or usual provisions and the provisions of this Agreement, the provisions of this Agreement shall control. As used in this Agreement the "Close of Escrow" shall mean the date a Grant Deed conveying fee title to the Property to Buyer ("Grant Deed") is recorded in the Office of the Recorder of Sonoma County (the "Official Records").

2.2 Escrow Fees and Other Charges. In connection with the Close of Escrow, Buyer shall pay all of the closing costs for the transaction, including the premium cost of the "Title Policy" (as defined in Section 3.1.3 below), Escrow Holder's fees and recording fees. Seller shall pay all transfer taxes. All other costs related to the transaction shall be paid by the parties in the manner consistent with common practice in the County of Sonoma.

2.3 Closing Date. Escrow shall close within five (5) months or sooner from the Agreement Date ("Closing Date").

2.4 Extension Right. Buyer to receive a one-time, unilateral option to extend the close of escrow for up to six (6) months. Buyer exercises this right by delivering written notice to Seller and Escrow Holder on or before the scheduled Closing Date, described in item 2.3 above.

2.5 Extension Deposit. If Buyer exercises the extension right described in Section 2.4 (the "Extension"), Buyer shall deposit into Escrow an amount equal to two percent (2%) of the Purchase Price (the "Extension Deposit") within five (5) business days after Buyer delivers written notice of the Extension to Seller and Escrow Holder.

- (a) Upon Escrow Holder's receipt of the Extension Deposit, Escrow Holder is irrevocably instructed to immediately disburse the Extension Deposit to Seller.
- (b) Buyer and Seller acknowledge and agree that the Extension Deposit is funded through Escrow solely as a pass-through payment to Seller and is not intended to be held as a refundable escrow deposit, except as expressly provided herein.
- (c) The Extension Deposit shall be non-refundable to Buyer upon disbursement to Seller, except that the Extension Deposit shall be returned to Buyer if:
 - (i) Seller defaults under this Agreement; or
 - (ii) The Close of Escrow fails to occur due to the failure of a condition to Closing that is within Seller's control.
- (d) If the transaction closes, the full amount of the Extension Deposit shall be credited to Buyer against the Purchase Price at the Close of Escrow.

2.6 Closing Documents. The parties shall deposit the following with Escrow Holder prior to the Close of Escrow:

2.6.1 Buyer's Deliveries. Buyer shall deposit (a) the Purchase Price Balance; (b) Buyer's share of closing costs and prorations as provided in Section 2.2 above and Section 2.7.2 below; and (c) execution of the Buyer's acceptance of the Grant Deed, as necessary to record same.

2.6.2 Seller's Deliveries. Seller shall deposit the following documents, all duly executed and acknowledged as required by Escrow Holder:

- (a) The Grant Deed conveying fee title to the Property to Buyer, subject only to the "Permitted Exceptions" (as defined in Section 3.1 below) applicable thereto;
- (b) A non-foreign certification satisfying the requirements of Section 1445 of the Internal Revenue Code of 1986, as amended, and regulations thereunder (the "Non-Foreign Affidavit");
- (c) A California state tax withholding certificate satisfying the requirements of California Revenue and Taxation Code Section 18805 and 26131 (the "California Tax Certificate"); and
- (d) An assignment and bill of sale of all Seller's right, title and interest in and to any and all entitlements pertaining to the Property, and any personal property comprising the applicable portion of the Property, if any (the "Assignment").

2.6.3 Additional Instruments. Seller and Buyer shall each deposit such other instruments as are reasonably required by Escrow Holder or otherwise required to proceed to the Close of Escrow and consummate the sale of the Property in accordance with the terms of this Agreement.

2.7 Closing.

2.7.1 Actions by Escrow Holder. On the Closing Date, provided each of the conditions to the parties' obligations have been satisfied or waived, Escrow Holder shall undertake and perform the following acts in the following order:

- (a) Record the Grant Deed in the Official Records and obtain conformed copies thereof for delivery to Buyer;
- (b) Pay any transfer taxes, if any may apply to this transaction, which shall be the obligation of Seller;
- (c) Instruct the County Recorder to return the original Grant Deed to Buyer;
- (d) Distribute to Seller, or as Seller may instruct, the Purchase Price, less Seller's share of closing costs and prorations as provided in Sections 2.2 above and 2.7.2 below; and
- (e) Deliver to Buyer (i) the original executed Non-Foreign affidavit; (ii) the original executed California Tax Certificate; (iii) the original executed Assignment, if any; (iv) conformed copy of the Grant Deed reflecting recording information; and (v) the original Title Policy covering the Property and insurable access subject only to the Permitted Exceptions.

2.7.2 Prorations. Real property taxes and assessments for the Property shall be prorated as of the Close of Escrow on the basis of the most recent tax information. Said prorations shall be based on a thirty (30) day month. Seller's portion of such taxes and assessments may be paid using the proceeds of the Close of Escrow or by the appropriate reduction in the Purchase Price at the Close of Escrow.

2.7.3 Possession. Upon the Close of Escrow, exclusive possession of, and title to, the Property shall be conveyed to the Buyer, subject only to the Permitted Exceptions shown in the Title Policy. The Property shall be delivered by Seller to Buyer completely vacant of any tenants or other users except as otherwise agreed to by Buyer and Seller in writing.

2.8 Failure to Close; Termination.

2.8.1 Buyer's Default. In the event of Buyer's default or breach of this Agreement after the expiration of the phased Due Diligence Period, as same be may be extended by Buyer, where such default or breach is not cured by Buyer within ten (10) days of Buyer's receipt from Seller of written notice of such default or breach, the Deposit paid by Buyer prior to such default or breach shall constitute liquidated damages as provided in Section 7 hereof, and same shall represent the sole remedy of Seller for any such breach or default by Buyer.

2.8.2 Seller's Default. In the event of Seller's default or breach of this Agreement where such default or breach is not cured by Seller within ten (10) days of Seller's receipt from Buyer of written notice of such default or breach, Buyer shall be entitled to pursue any and all remedies, in law and equity, available to it against Seller, including, without limitation, specific performance of this Agreement or termination of this Agreement, and may record a notice of pendency of action against the Property.

2.8.3 Cancellation Charges. In the event the failure to close is due to the default of one of the parties, the defaulting party shall bear the sole and full liability for paying any escrow and title cancellation fees and charges.

3. ACTIONS PENDING CLOSING.

3.1 Title Review.

3.1.1 Title Report. Buyer is in possession of a preliminary title report on the Property dated as of October 6, 2025 (“PTR”) from First American Title Company (the “Title Company”).

3.1.2 Permitted Exceptions. “Permitted Exceptions” shall mean all of those exceptions shown in the PTR except those determined to be unacceptable by Buyer as communicated to Seller in writing within 90 days of the Agreement Date.

Title Policy. Buyer’s obligation to proceed to the Close of Escrow shall be conditioned upon the commitment of Title Company to issue an ALTA Owner’s Policy of Title Insurance, or such lesser policy as may be determined adequate by Buyer in its sole discretion, (the “Title Policy”) showing title to the Property vested in Buyer with liability equal to the Purchase Price, subject only to the Permitted Exceptions. The Title Policy shall be able to provide coverage for the Property, as well as insurable access to Property.

3.1.3 ALTA Owner’s Policy. Buyer shall undertake and bear the cost of any survey or other prerequisite to issuance of an ALTA policy by the Title Company and shall assure that any such survey will be completed within the timeframes of this Agreement. Notwithstanding the foregoing, Seller agrees to undertake and bear the cost of any survey or other prerequisite necessary to provide insurable access to the Property to Buyer.

3.2 Due Diligence Investigation.

3.2.1 Phased Due Diligence: Buyer will undertake a phased schedule of due diligence during the Due Diligence Period as follows:

1. 30 days from the Agreement Date to identify any non-approved exceptions in the PTR
2. 60 days (running concurrently with the 90 days in 3.2.1.1) to complete and approve all inspections and remove physical inspection contingencies.

3.2.2 Due Diligence Investigation. Within ten (10) days following the Agreement Date, Seller shall deliver to Buyer copies of all tests, surveys, agreements, reports, studies, maps, records, plans, permits and correspondence related to the Property and within Seller's possession or control, unless such documents have been previously delivered to Buyer by Seller prior to execution of this Agreement (any such new disclosures to be referred to as “Seller’s Disclosure Documents”). During the Due Diligence Period, and any extension thereof, Buyer shall review, in its own discretion, the condition and suitability of the Property for Buyer’s intended use, including but not limited to any development costs and physical conditions of the Property. From and after the Agreement Date through the Closing Date, Buyer, its agents, employees and contractors shall have the right to enter the Property as Buyer deems necessary in order to determine the condition and suitability of the Property. Specifically, but without limitation, Buyer may do soils tests and test for Hazardous Materials (as defined below), including drilling and taking underground core samples in appropriate locations on the Property (hereinafter “Buyer’s Disclosure Documents”), provided that Buyer shall restore the Property thereafter as nearly as possible and reasonable to its present condition. Buyer agrees that Seller’s Disclosure Documents and Buyer’s Disclosure Documents shall be delivered to Buyer’s legal counsel solely for the purpose of Buyer’s due diligence hereunder and shall not be released to anyone other than Seller, and Buyer’s employees and Buyer’s consultants reviewing the documents for the purposes of advising as to the condition of the Property, unless otherwise required by law. Buyer hereby agrees that Buyer’s Disclosure Documents and

Seller's Disclosure Documents shall be deemed confidential and not subject to release under the Public Records Act, to the fullest extent possible. In the event of any Public Record Act request, Buyer shall notify Seller prior to any release or disclosure of document. Buyer further agrees that it shall advise any of its employees and consultants reviewing such disclosure documents that the documents and their contents are intended to be confidential and shall not be disclosed. Buyer agrees to provide Seller copies of any inspection or investigation report obtained by Buyer hereunder. Buyer shall indemnify and hold harmless Seller from and against any and all claim, loss, expense damage and injury to person or property resulting from the negligent acts of Buyer, its employees, consultants, engineers, authorized agents and contractors on the Property, in connection with the performance of any investigation of the Property; provided that Buyer shall have no responsibility or liability for any act or omission of Seller or Seller's agents, employees or contractors and/or for any adverse condition or defect on or affecting the Property not caused by Buyer or its employees, agents, contractors, or subcontractors but discovered or impacted during their inspections.

3.2.3 Removal of Contingency. Prior to the end of each of the due diligence periods as set forth in 3.2.1 above, Buyer shall notify Seller in writing of its removal of the contingencies associated with that phase.

3.2.4 If Buyer notifies Seller that it is not removing the contingency it shall explain why and if the defect is curable by Seller, shall give Seller reasonable time to cure the defect. If the defect cannot be cured, then Buyer shall have the right to terminate this Agreement and shall receive a return of the Deposit.

3.2.5 If Buyer fails to communicate either removal or non-removal of any of the due diligence contingencies, Seller will give Buyer notice to perform and thereafter Buyer shall have three business days to communicate its removal or non-removal of any such contingency as set forth in section 3.2.4 above. If Buyer fails to communicate within said three business day period, then this Agreement shall terminate.

3.2.6 Termination. In the event that Buyer does not waive contingencies and elects not to proceed with the purchase, (a) the Deposit shall be returned to Buyer (without the requirement of any further writing signed by Seller) less the title and escrow costs to date of termination, (b) this Agreement and the Escrow shall terminate, and (c) the parties shall have no further obligation to one another with respect to this Agreement, except as otherwise expressly provided herein.

4 Closing Conditions. The obligation of Buyer to purchase the Property is subject to the satisfaction of the following conditions as of the Closing Date (the "Conditions to Closing"), any of which may be waived in whole or in part by Buyer, in Buyer's sole discretion, at or prior to the Closing Date.

4.1 Title Policy. At the Close of Escrow, the Title Company shall have committed to issue the Title Policy for the Property, and Buyer shall have insurable access to the Property.

4.2 Representations, Warranties and Covenants. The representations and warranties of Seller shall be true on and as of the Closing Date with the same force and effect as if such representations and warranties were made on and as of Closing Date, and Seller shall have fully performed all obligations of Seller under this Agreement required to be performed on or before the Close of Escrow.

4.3 Board of Public Utilities Approval: The Board of Public Utilities for the City of Santa Rosa ("Board") shall have given its approval for the purchase of the Property and for the environmental review of the project pursuant to the California Environmental Quality Act and said approval shall not be

subject to any condition that has not been duly satisfied or waived by the Board, nor any challenge, threatened or pending, as of the Close of Escrow.

5 REPRESENTATIONS, WARRANTIES AND COVENANTS.

5.1 Seller's Representations, Warranties and Covenants. Seller hereby represents warrants and covenants to Buyer as follow, all of which are being relied upon by Buyer in its purchase of the Property and all of which shall survive the Close of Escrow.

- (a) There are no mechanic's or materialman's liens, or similar claims or liens now asserted against the Property for work performed or commenced prior to the date hereof other than as may be described in the PTR.
- (b) To Seller's knowledge, there are no underground storage tanks located on or under the Property and neither Seller nor any party acting through or on behalf of Seller has used generated, manufactured, treated, stored, placed, deposited, or disposed of on, under, or about the Property or transported to or from the Property any flammable explosives, radioactive materials, hazardous wastes, toxic substances, or related materials (Hazardous Materials), which for purposes of this Agreement includes substances defined as "hazardous substances, hazardous materials, or toxic substances" in the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended (42 United States Code §9601, et seq.); the Hazardous Materials Transportation Act (49 United States Code §1801, et seq.); the Resource Conservation and Recovery Act (42 United States Code §6901, et seq.); the substances defined as "hazardous wastes" in California Health and Safety Code §25117 or as "hazardous substances" in California Health and Safety Code §25316; and the chemicals known to cause cancer or reproductive toxicity as published in the Safe Drinking Water and Toxic Enforcement Act of 1986 (California Health and Safety Code §25249.5, et seq.); and in the regulations adopted and publications promulgated under each of the aforesaid laws).
- (c) As of the Close of Escrow, there shall be no leases, subleases, occupancies or tenancies pertaining to the Property, and no one else has right of possession or use of the Property, including but not limited to any license, easement or prescriptive rights, except as otherwise specifically listed in the PTR (not including blanket or standard exceptions).
- (d) To Seller's knowledge, there is no pending or threatened private or governmental litigation by any governmental authority, person or entity against Seller relating to the Property that might, if it were adversely determined, result in a material adverse change in the Property. To Seller's knowledge, there exists no other proceedings including but not limited to attachments, execution proceedings, assignments for the benefit of creditors, insolvency, bankruptcy, reorganization, which are pending or threatened against Seller or Seller's interest in the Property, nor are any such proceedings contemplated by Seller.
- (e) Seller is not bankrupt or insolvent under any applicable Federal or State standard, has not filed for protection or relief under any applicable bankruptcy or creditor protection statute and has not been threatened by creditors with an involuntary application bankruptcy or creditor protection statute.

- (f) Seller is not entering into the transactions described in this Agreement with intent to defraud any creditor or to prefer the rights of one creditor over any other. Seller and Buyer have negotiated this Agreement at arm's length and the consideration paid represent fair value for the assets to be transferred.
- (g) This Agreement and the performance of Seller's obligations under it and all documents executed by Seller that are to be delivered to Buyer at the Closing are, or on the Closing Date shall be, duly authorized, executed, and delivered by Seller and are, or at the Closing Date shall be, legal, valid, and binding obligations of Seller, and do not, and on the Closing Date shall not, violate any provision of any agreement or judicial order to which Seller is a party or to which Seller or the Property is subject. To the best of Seller's knowledge, no consent of any judicial or administrative body, government agency, or other party is required for Seller to enter into or to perform Seller's obligations under this Agreement, except as has already been obtained.
- (h) Seller is not a foreign person and is a "United States Person" as such term is defined in §7701(a)(30) of the Internal Revenue Code of 1986, as amended.

Each of the representations and warranties made by Seller in this Agreement, or in any exhibit or on any document or instrument delivered pursuant hereto, shall be true and correct in all material respects on the date hereof, and shall be deemed to be made again as of the Close of Escrow, and shall be true and correct in all material respects. The truth and accuracy of each of the representations and warranties, and the performance of all covenants of Seller contained in this Agreement, are conditions precedent to the Close of Escrow. Seller shall notify Buyer immediately of any facts or circumstances, which are contrary to the foregoing representations and warranties contained in this Section.

5.2 Buyer's Representations and Warranties.

- (a) Buyer represents and warrants that it is a California Municipal Corporation, validly existing under the laws of the State of California, and has the capacity and full power and authority to enter into and carry out the agreements contained in and the transactions contemplated by, this Agreement, and that this Agreement has been duly authorized and executed by Buyer and, upon delivery to and execution by Seller, shall be a valid and binding Agreement of Buyer in accordance with its terms.
- (b) Buyer is a sophisticated buyer, and except as expressly provided in this Agreement, is purchasing the property "as-is". Buyer has full opportunity to inspect the Property before committing to purchase.

6 CONDEMNATION.

If, prior to the Close of Escrow, any portion of the Property is taken by an entity by condemnation or with the power of eminent domain or if the access thereto is reduced or restricted thereby (or is the subject of a pending taking which has not yet been consummated), the Seller shall immediately notify Buyer of such fact. In such event, Buyer shall have the right, in Buyer's sole discretion to terminate this Agreement and the Escrow upon written notice to Seller and Escrow Holder not later than seven (7) days after receipt of Seller's notice thereof. If this Agreement and the Escrow are

so terminated, all documents and funds, including the Deposit, less the Independent Consideration, shall be returned by Escrow Holder to Buyer, and neither party shall have any further rights or obligations hereunder, except for payment of escrow cancellation fees which shall be borne equally by Buyer and Seller. Alternatively, Buyer may proceed to consummate the transaction provided for herein at Buyer's sole election, in which event Seller shall assign and turn over, and the Buyer shall be entitled to receive and keep, any and all awards made or to be made in connection with such condemnation or eminent domain, and the parties shall proceed to the Close of Escrow pursuant to the terms hereof, without any reduction in the Purchase Price.

7. REMEDIES: SELLER'S ACKNOWLEDGEMENT AND GENERAL RELEASE.

7.1 Buyer's Remedies.

(a) In the event Seller fails to close the sale of the Property in accordance with this Agreement or the Closing fails to occur as a result of a default by Seller, and Seller fails to cure such breach within a reasonable period of time following written notice from Buyer, then, Buyer may, at Buyer's option, as its sole and exclusive remedy, elect one of the following (i) terminate this Agreement and the Escrow by giving written notice of such termination to Seller and Escrow Holder; or (ii) initiate an action for specific performance; or (iii) terminate this Agreement and initiate an action in eminent domain to acquire the Property. Should Buyer elect to terminate this Agreement and the Escrow as provided in this Section, the Deposit shall be returned to Buyer, Seller shall pay all termination costs, and upon such termination, all obligations and liabilities of the Parties under this Agreement, excepting for Seller's obligation to pay the Escrow termination costs as provided herein, shall cease and terminate.

7.2 LIQUIDATED DAMAGES.

BUYER AND SELLER EACH AGREE THAT IN THE EVENT OF A DEFAULT OR BREACH HEREUNDER BY BUYER, THE DAMAGES TO SELLER WOULD BE EXTREMELY DIFFICULT AND IMPRACTICABLE TO ASCERTAIN, AND THAT THEREFORE, IN THE EVENT OF A DEFAULT OR BREACH BY BUYER, WHICH DEFAULT OR BREACH IS NOT CURED WITHIN TEN (10) BUSINESS DAYS AFTER WRITTEN NOTICE IS GIVEN BY SELLER TO BUYER, THE DEPOSIT DELIVERED BY BUYER PRIOR TO SUCH BREACH OR DEFAULT (COLLECTIVELY, THE "THE DEPOSIT AMOUNT") SHALL SERVE AS LIQUIDATED DAMAGES FOR SUCH BREACH OR DEFAULT BY BUYER, AS A REASONABLE ESTIMATE OF THE DAMAGES TO SELLER, INCLUDING COSTS OF NEGOTIATING AND DRAFTING THIS AGREEMENT, COSTS OF COOPERATING IN SATISFYING CONDITIONS TO CLOSING, COSTS OF SEEKING ANOTHER BUYER, OPPORTUNITY COSTS IN KEEPING THE PROPERTY OUT OF THE MARKETPLACE, AND OTHER COSTS INCURRED IN CONNECTION HERewith. DELIVERY TO AND RETENTION OF THE RELEASE OF THE DEPOSIT AMOUNT TO SELLER SHALL BE SELLER'S SOLE AND EXCLUSIVE REMEDY AGAINST BUYER IN THE EVENT OF A MATERIAL DEFAULT OR BREACH BY BUYER, AND SELLER WAIVES ANY AND ALL RIGHT TO SEEK OTHER RIGHTS OR REMEDIES AGAINST BUYER, INCLUDING WITHOUT LIMITATION, SPECIFIC PERFORMANCE. THE PAYMENT AND RETENTION OF THE DEPOSIT IS NOT INTENDED TO BE A FORFEITURE OR PENALTY WITHIN THE MEANING OF CALIFORNIA CIVIL CODE SECTIONS 3275 OR 3369 BUT IS INTENDED TO CONSTITUTE LIQUIDATED DAMAGES TO SELLER PURSUANT TO CALIFORNIA CIVIL CODES SECTIONS 1671, 1676 AND 1677. SELLER HEREBY WAIVES THE PROVISIONS OF CALIFORNIA CIVIL CODE SECTION 3389. UPON ANY SUCH BREACH OR DEFAULT BY BUYER HEREUNDER,

THIS AGREEMENT SHALL BE TERMINATED AND NEITHER PARTY SHALL HAVE ANY FURTHER RIGHTS OR OBLIGATIONS HEREUNDER, EACH TO THE OTHER, EXCEPT FOR THE RIGHT OF SELLER TO RETAIN SUCH LIQUIDATED DAMAGES.

Seller's Initials: Hs Sk

Buyer's Initials: JN
Jason Nutt

7.3 SELLER'S ACKNOWLEDGEMENT AND GENERAL RELEASE.

- (a) Full Satisfaction. Seller acknowledges that, in accordance with applicable provisions of California law, Seller may be entitled to the payment of relocation expenses, compensation for loss of goodwill, just compensation, inverse condemnation, unlawful pre-condemnation conduct, by reason of Buyer's acquisition of the Property and its improvement for the public purposes described herein, and other benefits and claims other than those expressly provided for in this Agreement (collectively, "Claims") in connection with Buyer's acquisition of the Property. Seller, on behalf of itself and its heirs, executors, administrators, successors and assigns, acknowledges that Buyer's performance under this Agreement constitutes full and complete satisfaction of Buyer's obligations to Seller as with respect to those Claims.
- (b) Waivers and Releases. Seller hereby waives, to the maximum legal extent, any and all Claims, remedies and causes of action for damages, liabilities, losses or injuries related to Buyer's acquisition of the Property, whether known or unknown, foreseeable or unforeseeable. The Parties hereto agree that this Agreement is being entered into in order to avoid litigation and in lieu of Buyer's exercise of its eminent domain authority and shall not, in any manner, be construed as an admission of the fair market value of the Property, or of any liability by any party to this Agreement. Seller, on behalf of itself and its heirs, executors, administrators, successors and assigns, hereby fully releases Buyer, its successors, agents, representatives and assigns, and all other persons and associations, known and unknown, from all Claims and causes of action by reason of any damage which has been sustained, or may be sustained, as a result of Buyer's purchase of the Property or any preliminary steps thereto.
- (c) California Civil Code Section 1542. Seller hereby acknowledges that it has either consulted with legal counsel, or had an opportunity to consult with legal counsel, regarding, 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."

Seller acknowledges that with respect to the sale of the Property to Buyer, Seller may have sustained damage, loss, costs or expenses which are presently unknown and unsuspected, and such damage, loss, costs or expenses which may have been sustained, may give rise to additional damage, loss, costs or expenses in the future. Nevertheless, Seller hereby acknowledges, represents and warrants that this Agreement has been negotiated and agreed upon in light of that situation, and hereby waives, to the maximum legal extent, any rights accruing to it under Section 1542 or other statute or judicial decision of similar effect.

Hs Sk
Hs Sk

Seller's Initials

This acknowledgment and release shall survive the Close of Escrow.

8. GENERAL PROVISIONS.

8.1 Broker's Fees. Buyer hereby represents and warrants that Buyer has not been represented by any agent or broker in connection with this transaction. Each party shall be responsible for paying any commission or finder's fee incurred by it in connection with this Agreement and the sale and purchase of the Property, if any. Each party agrees to and does hereby indemnify and hold the other harmless against any person or entity claiming by, through or under Buyer or Seller, as applicable. This indemnification shall survive the Close of Escrow.

8.2 Notices. All notices and demands which either party is required or desires to give to the other shall be given in writing by certified mail, return receipt requested with appropriate postage paid, by personal delivery, by facsimile or by private overnight courier service to the address of facsimile number set forth below for the respective party, provided that if any party gives notice of a change of name or address or number notices to that party shall thereafter be given as demanded in that notice. All notices and demands so given shall be effective only upon the receipt by the party to whom notice or demand is being given.

If to Seller: Harmanjeet Singh and Simranjot Kaur
2994 Park Meadow Drive
Santa Rosa, CA 95407

If to Buyer: City of Santa Rosa
Attn: Real Estate Manager
100 Santa Rosa Avenue, Room 6
Santa Rosa, CA 95404

With copy to City Attorney's Office
Buyer's Legal 100 Santa Rosa Avenue, Room 8
Counsel: Santa Rosa, CA 95404

8.3 Counterparts and Electronic Signatures. This Agreement and future documents relating thereto may be executed in two or more counterparts, each of which will be deemed an original and all of which together constitute one Agreement. Counterparts and/or signatures delivered by facsimile, pdf or City of Santa Rosa-approved electronic means have the same force and effect as the use of a manual signature. Both Buyer and Seller wish to permit this Agreement and future documents relating thereto to be electronically signed in accordance with applicable federal and California law. Either Party to this Agreement may revoke its permission to use electronic signatures at any time for future documents by providing notice pursuant to this Agreement. The Parties agree that electronic signatures, by their

respective signatories, are intended to authenticate such signatures and to give rise to a valid, enforceable, and fully effective Agreement. Either Party reserves the right to reject any digital signature that cannot be positively verified by the other as an authentic electronic signature.

8.4 Entire Agreement. This Agreement, together with all exhibits hereto and any documents referred to herein, if any, constitute the entire agreement among the parties hereto with respect to the subject matter hereof, and supersede all prior understandings and agreements. Only a writing signed by both parties may modify this Agreement. All exhibits to which reference is made in this Agreement are deemed incorporated in this Agreement whether or not actually attached.

8.5 Partial Invalidity. If any provision of this Agreement is held by a court of competent jurisdiction to be invalid or unenforceable, the remainder of the Agreement shall continue in full force and effect and shall in no way be impaired or invalidated, and the parties agree to substitute for the invalid or unenforceable provision a valid and enforceable provision that most closely approximates the intent and economic effect of the invalid or unenforceable provision.

8.6 Choice of Law. This Agreement and each and every related document are to be governed by and construed in accordance with, the laws of the State of California.

8.7 Interpretation. Each party has had the opportunity to seek and received independent legal advice from its Attorneys with respect to the advisability of executing this Agreement and the meaning of the provisions hereof. The provisions of this Agreement shall be construed as to the fair meaning and not for or against any party based upon any attribution of such party as the sole source of the language in question.

8.8 Time of Essence. Time shall be of the essence as to all dates and time of performance, whether they are contained herein or contained in any escrow instructions to be executed pursuant to this Agreement, and all escrow instructions shall contain a provision to this effect. If any date for the performance of an action or delivery of a notice contemplated under this Agreement falls on a Saturday, Sunday or holiday, then the date for the performance of such action or delivery of such notice shall be automatically extended to the next business day.

8.9 Mediation. The parties hereto agree to mediate any dispute or claim arising between them out of this Agreement or any resulting transaction before resorting to court action. Mediation is a process by which parties attempt to resolve a dispute or claim by submitting it to an impartial, neutral mediator, who is authorized to facilitate the resolution of the dispute, but who is not empowered to impose a settlement on the parties. Mediation fees shall be divided equally among the parties involved.

8.10 Waiver. No waiver by a party of any provision of this Agreement shall be considered a waiver of any other provision or any subsequent breach of the same or any other provision, including the time for performance of any such provision. The exercise by a party of any remedy provided in this agreement or at law shall not prevent the exercise by that party of any other remedy provided in this agreement or at law.

8.11 Incorporation of Recitals. The recitals and exhibits hereto are hereby incorporated into this Agreement as though fully expressed herein.

[signatures appear on following page]

IN WITNESS WHEREOF, the parties have executed this Agreement effective as of the Agreement Date.

SELLER:

By: Harmanjeet Singh
Harmanjeet Singh (Mar 31, 2026 20:45:02 PDT)
Harmanjeet Singh

Dated: 03/31/2026

By: Simranjot Kaur
Simranjot kaur (Mar 31, 2026 20:47:01 PDT)
Simranjot Kaur

Dated: 03/31/2026

BUYER:

City of Santa Rosa, a Municipal Corporation

By: 
Jason Nutt, Acting City Manager

Dated: 04/07/2026

Approved as to form:

By: Autumn Luna
Autumn Luna (Apr 7, 2026 14:50:45 PDT)
Office of the City Attorney

Exhibit A – Legal Description
Exhibit B – Form of Grant Deed

EXHIBIT A
LEGAL DESCRIPTION OF THE PROPERTY

Real property in the City of Santa Rosa, County of Sonoma, State of California, described as follows:
Lot 77, as shown upon the map of "SKYFARM AT FOUNTAINGROVE, UNIT 1B, filed February 20, 1992, in
[Book 489 of Maps, at Pages 38 through 45](#), inclusive, Sonoma County Records, and corrected by the
Certificate of Corrections recorded October 31, 1995, Instrument No. [1995-92844](#) and recorded March
17, 1998, Instrument No. [1998-26716](#), Sonoma County Records.

[APN: 173-760-034-000](#)

EXHIBIT B
FORM OF GRANT DEED

**RECORDING REQUESTED BY
AND WHEN RECORDED MAIL TO**

EXEMPT FROM RECORDING FEES PURSUANT
TO GOVERNMENT CODE SECTION 27383

APNs: _____

SPACE ABOVE THIS LINE FOR RECORDER'S USE

Grant Deed

The undersigned Grantor(s) declare(s): _____ is exempt from property taxes.
(Rev & Tax Code 11922)

Documentary transfer tax is \$ -0-.

- ☐ Computed on full value of property conveyed, or
☐ Computed on full value less value of liens and encumbrances remaining at time of sale.
☐ Unincorporated area ☒ City of _____, and

FOR A VALUABLE CONSIDERATION, receipt of which is hereby acknowledged,

_____, a _____

hereby GRANT(S) to

_____, a _____

the following described real property in the City of _____, County of _____, State of
California:

SEE ATTACHED EXHIBIT A.

Dated: _____, 20____, a _____

By: _____
 _____ (Name)
 _____ (Title)

ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California

County of _____)

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

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

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

WITNESS my hand and official seal.

Signature _____ (Seal)

CERTIFICATE OF ACCEPTANCE

Pursuant to Section 27281 of the
California Government Code

This is to certify that the interest in real property conveyed by the Grant Deed dated _____, 20____, from _____, a _____, as Grantor thereunder, to _____, a _____, as Grantee thereunder, is hereby accepted by the undersigned officer on behalf of _____, pursuant to the authority conferred by Resolution No. _____, adopted by _____ on _____, 20____, and the Grantee consents to recordation thereof by its duly authorized officer.

Dated: _____, 20____

By _____
_____(Name)
_____(Title)

ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California
County of _____)

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

personally appeared _____,
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are
subscribed to the within instrument and acknowledged to me that he/she/they executed the same in
his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the
person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.
I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing
paragraph is true and correct.

WITNESS my hand and official seal.

Signature _____

(Seal)

PSA 3875 Skyfarm Drive

Final Audit Report

2026-03-31

Created:	2026-03-23 (Pacific Daylight Time)
By:	Celeste Carranza (ccarranza@srcity.org)
Status:	Signed
Transaction ID:	CBJCHBCAABAAOD-gEdeysgwJ19heBiSXl4LkuMmH1fzq

"PSA 3875 Skyfarm Drive" History

-  Document created by Celeste Carranza (ccarranza@srcity.org)
2026-03-23 - 10:55:58 AM PDT
-  Document emailed to sstrucking10@gmail.com for signature
2026-03-23 - 11:27:35 AM PDT
-  Email viewed by sstrucking10@gmail.com
2026-03-26 - 12:55:23 PM PDT
-  Email viewed by sstrucking10@gmail.com
2026-03-30 - 10:15:16 AM PDT
-  Signer sstrucking10@gmail.com entered name at signing as Harmanjeet singh
2026-03-31 - 8:46:00 PM PDT
-  Document e-signed by Harmanjeet singh (sstrucking10@gmail.com)
Signature Date: 2026-03-31 - 8:46:02 PM PDT - Time Source: server
-  Document emailed to sstrucking10@gmail.com for signature
2026-03-31 - 8:46:05 PM PDT
-  Email viewed by sstrucking10@gmail.com
2026-03-31 - 8:46:16 PM PDT
-  Signer sstrucking10@gmail.com entered name at signing as Simranjot kaur
2026-03-31 - 8:46:59 PM PDT
-  Document e-signed by Simranjot kaur (sstrucking10@gmail.com)
Signature Date: 2026-03-31 - 8:47:01 PM PDT - Time Source: server
-  Agreement completed.
2026-03-31 - 8:47:01 PM PDT

PSA 3875 Skyfarm Drive

Final Audit Report

2026-04-07

Created:	2026-04-01 (Pacific Daylight Time)
By:	Celeste Carranza (ccarranza@srcity.org)
Status:	Signed
Transaction ID:	CBJCHBCAABAA_CDj2jiJ6bOYzqhnFP322V9dcp3XJPzX

"PSA 3875 Skyfarm Drive" History

-  Document created by Celeste Carranza (ccarranza@srcity.org)
2026-04-01 - 12:34:23 PM PDT
-  Document emailed to Autumn Luna (ALuna@srcity.org) for signature
2026-04-01 - 12:37:47 PM PDT
-  Email viewed by Autumn Luna (ALuna@srcity.org)
2026-04-07 - 9:51:33 AM PDT
-  Document e-signed by Autumn Luna (ALuna@srcity.org)
Signature Date: 2026-04-07 - 2:50:45 PM PDT - Time Source: server
-  Agreement completed.
2026-04-07 - 2:50:45 PM PDT

PSA 3875 Skyfarm Drive

Final Audit Report

2026-04-07

Created:	2026-04-07 (Pacific Daylight Time)
By:	Celeste Carranza (ccarranza@srcity.org)
Status:	Signed
Transaction ID:	CBJCHBCAABAANS8yWgIfmHs6I_0kKNyVtTMfsa5jsYX

"PSA 3875 Skyfarm Drive" History

 Document created by Celeste Carranza (ccarranza@srcity.org)
2026-04-07 - 3:42:47 PM PDT

 Document emailed to Jason Nutt (jnutt@srcity.org) for signature
2026-04-07 - 3:55:47 PM PDT

 Email viewed by Jason Nutt (jnutt@srcity.org)
2026-04-07 - 3:57:02 PM PDT

 Document e-signed by Jason Nutt (jnutt@srcity.org)
Signature Date: 2026-04-07 - 3:58:08 PM PDT - Time Source: server

 Agreement completed.
2026-04-07 - 3:58:08 PM PDT