

THE INFORMATION IN THIS BOX IS NOT A PART OF THE CONTRACT AND IS FOR COUNTY USE ONLY



ORIGINAL

Contract Number

23-1016

SAP Number

Real Estate Services Department

Department Contract Representative Terry W. Thompson, Director
Telephone Number (909) 387-5000
Contractor Micasso Group, LLC
Contractor Representative Sam Samarah
Telephone Number
Contract Term
Original Contract Amount \$4,900,500
Amendment Amount N/A
Total Contract Amount \$4,900,500
Cost Center 6210003126 and 6210003128
GRC/PROJ/JOB No. 6400-4348
Internal Order No.

Briefly describe the general nature of the contract: Acquisition of Vacant Land in the Bloomington Area consisting of approximately 3.75 acres located at 10108 Locust Avenue in the unincorporated area of Bloomington, by San Bernardino County, acting in its capacity as the Successor Housing Agency to the former Redevelopment Agency of the County of San Bernardino.

FOR COUNTY USE ONLY

Approved as to Legal Form
Please See Signature Page
Agnes Cheng, Deputy County Counsel
Date

Reviewed for Contract Compliance
Date

Reviewed/Approved by Department
Brandon Ocasio
Brandon Ocasio, Real Property Manager, RESD
Date 8/28/23

PURCHASE AND SALE AGREEMENT AND JOINT ESCROW INSTRUCTIONS

This PURCHASE AND SALE AGREEMENT AND JOINT ESCROW INSTRUCTIONS (“**Agreement**”) is entered into as of the date the last of the parties executes this Agreement (“**Effective Date**”), and is made by and between Micasso Group, LLC, a California limited liability company (“**SELLER**”), and San Bernardino County, a political subdivision of the State of California, acting in its capacity as the Successor Housing Agency to the former Redevelopment Agency of the County of San Bernardino pursuant to Health and Safety Code Section 34176, (“**BUYER**”).

RECITALS

- A. The SELLER is the sole owner of the fee simple interest in certain real property, comprising approximately 3.75 acres of vacant, unimproved land (commonly known as Assessor’s Parcel Number 0252-051-41), located at 10108 Locust Avenue in the City of Bloomington, County of San Bernardino, State of California, as the real property is more particularly described in the legal description attached hereto as Exhibit “A” (the “Property”).
- B. SELLER desires to sell and BUYER desires to purchase the Property in fee simple on the terms and conditions contained in this Agreement.

AGREEMENT

Based upon the foregoing Recitals, which are incorporated herein by this reference and made a part hereof, the mutual covenants and agreements set forth in this Agreement, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, SELLER and BUYER agree as follows:

1. PURCHASE AND SALE OF THE PROPERTY.

1.1 Agreement to Purchase. Subject to all of the terms, conditions, and provisions of this Agreement, and for the consideration herein set forth, the SELLER agrees to sell to BUYER, and BUYER agrees to purchase from the SELLER, the Property, as more particularly described in the legal description attached hereto as Exhibit “A”, on the terms and conditions set forth in this Agreement.

1.2 Amount of Purchase Price. The purchase price payable by BUYER to SELLER for the Property, including but not limited to all of SELLER’s right, title, and interest to the Property, is the total sum of FOUR MILLION NINE HUNDRED THOUSAND FIVE HUNDRED AND 00/100 DOLLARS (\$4,900,500.00) (“**Purchase Price**”), which shall be deposited with Escrow Holder in accordance with this Agreement.

1.3 Independent Consideration Payment. Within fifteen (15) business days of the Effective Date, BUYER shall deliver to Escrow Holder for delivery to SELLER the sum of One Hundred and 00/100 Dollars (\$100.00) (the “Independent Consideration Payment”), as independent consideration for BUYER’s right to purchase the Property and to terminate this Agreement on or prior to the expiration of the Due Diligence Period and for SELLER’s execution, delivery and performance of this Agreement. The Independent Consideration Payment is in addition to and independent of the Purchase Price or any other consideration or payment provided for in the Agreement. The Independent Consideration Payment is not

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applicable to the Purchase Price, is non-refundable, and shall be retained by SELLER notwithstanding any other provision of this Agreement.

1.4 Within ten (10) business days after the Effective Date, BUYER shall deliver to Escrow Officer, to be determined by BUYER ("**Escrow Holder**"), a fully-executed copy of this Agreement, which delivery date shall be the "**Escrow Open Date**").

2. DUE DILIGENCE REVIEW.

2.1 Inspections.

BUYER and its agents, contractors, consultants, employees, representatives, engineers, and designees (collectively, "**BUYER's Agents**") shall have reasonable access to the Property at all reasonable times until the expiration of the Due Diligence Period (or earlier termination of this Agreement) for the purpose of conducting tests and inspections of the Property, including, but not limited to, surveys and architectural, engineering, geotechnical and environmental inspections and tests. The "**Due Diligence Period**" shall mean the sixty (60) business-day period, commencing on the Effective Date. All tests and inspections shall be performed by BUYER at BUYER's sole cost and expense. Within five (5) business days after the Effective Date, SELLER shall deliver to BUYER copies of all "as built" and other plans, surveys, specifications, studies, environmental and other reports, test results, and other documents pertaining to the physical, geological, or environmental condition of the Property that is in the possession of or within the reasonable control of SELLER ("Property Documents").

2.2 Hazardous Materials; Indemnification. Notwithstanding anything to the contrary in this Agreement, if any hazardous materials or waste (as defined by California Health and Safety Code section 25100, et. seq., and/or 42 U.S.C. §9601, et. seq.) are present on the Property as of the Closing Date (as later defined) whether now known or later discovered, SELLER shall be solely responsible for and bear the entire cost of all removal, disposal, cleanup, remediation, monitoring, and decontamination which may be required because of the pre-existing hazardous materials or waste, provided that, in the event SELLER actually incurs total costs in excess of \$50,000, from the Effective Date through the end date of the Due Diligence Period for such removal, disposal, cleanup, remediation, monitoring, and decontamination, SELLER shall have the option to terminate this Agreement by providing BUYER with written notice on or before the end date of the Due Diligence Period.

2.3 Due Diligence Termination Right. If BUYER is not satisfied with the Property for any reason in its sole discretion, BUYER may terminate this Agreement by giving written notice of termination to SELLER and Escrow Holder ("**Due Diligence Termination Notice**") on or before the expiration of the Due Diligence Period. In the event that BUYER fails to deliver BUYER's Due Diligence Termination Notice on or before the expiration of the Due Diligence Period, BUYER shall have conclusively been deemed to have approved its due diligence investigation of the Property and waived its right to terminate this Agreement pursuant to this Section 2.3.

2.4 Reserved.

2.5 Review of Title. Following the Effective Date of this Agreement, BUYER shall obtain its own preliminary title report issued by a title company of BUYER's choice ("**Title Company**") and such Title Company shall provide all underlying title documents (collectively, the "**Preliminary Title**").

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Report”) and BUYER shall provide a survey of the Property from a licensed surveyor sufficient to obtain an ALTA title insurance policy (“Survey”) in accordance with Section 3.10.2(b). The BUYER’s review period for the Preliminary Title Report and the Survey shall mean the period from the Effective Date through the expiration of the Due Diligence Period (“**BUYER’s Title Review Period**”). At any time during BUYER’S Title Review Period, BUYER shall notify SELLER in writing (“**BUYER’s Title Notice**”) of any objections BUYER may have to title exceptions or other matters contained in the Preliminary Title Report or Survey (“**Title Objections**”). If BUYER does not give such notice by the expiration of BUYER’s Title Review Period, such failure shall conclusively be deemed to be BUYER’s approval of those matters. If BUYER does timely provide BUYER’s Title Notice with Title Objections, SELLER shall notify BUYER, within three (3) business days of receipt of BUYER’s Title Notice with Title Objections, that it will: (a) endeavor to cause any or all of the Title Objections disclosed therein to be removed or insured over by the Title Company in a manner reasonably satisfactory to BUYER, or (b) elect not to remove or insure the Title Objections, at which time BUYER may elect to waive removal or insurance of the Title Objections or terminate this Agreement. If SELLER elects to cure by removing or insure over the Title Objections, and such removal or insurance procurement by SELLER will exceed the time for the BUYER’s Title Review Period, then said Title Review Period will automatically be extended in order to accommodate said title curing period (“**Extended Title Review Period**”), but shall not extend past the Closing Date and BUYER shall have the right to terminate this Agreement at any time during the Extended Title Review Period if the Title Objections are not cured in a manner reasonably satisfactory to BUYER. BUYER shall have the right to request any supplement to the Preliminary Title Report or the Survey, and if any such supplement discloses any new materially adverse title or survey matters not disclosed to BUYER prior to the expiration of the BUYER’s Title Review Period, the foregoing right of review and approval shall also apply to said new matter; provided, however, the period for BUYER to deliver BUYER’s Title Notice with respect to such new title matter shall be the later of (i) expiration of the BUYER’s Title Review Period, or (ii) three (3) business days from receipt of the supplemental title report or survey and the underlying document(s) referenced therein.

3. ESCROW.

3.1 Opening of Escrow; Closing Date. Closing of the sale of the Property shall take place through an escrow (“**Escrow**”) to be established with the Escrow Holder referred to in Section 1.4. Escrow shall be deemed open upon delivery by BUYER of a fully executed copy of this Agreement to Escrow Holder in accordance with Section 1.4. Upon receipt of a fully executed copy of this Agreement, Escrow Holder shall execute the Escrow Holder’s acceptance attached hereto and notify SELLER and BUYER of the escrow number it assigns to the Escrow. The Close of Escrow shall occur as soon as reasonably practicable following the expiration of the Due Diligence Period, but in no event later than thirty (30) days after the expiration of the Due Diligence Period (“**Closing Date**”). The terms “**Close of Escrow**” and/or the “**Closing**” shall mean the consummation of the transactions contemplated by this Agreement to occur through the Escrow including SELLER’s conveyance of the Property to BUYER.

3.2 Escrow Instructions. This Agreement, together with any standard instructions of Escrow Holder, shall constitute the joint escrow instructions of BUYER and SELLER to Escrow Holder as well as an agreement between BUYER and SELLER. In the event of any conflict between the provisions of this Agreement and Escrow Holder’s standard instructions, this Agreement shall prevail.

3.3 Deliveries by SELLER. On or before 12:00 noon Pacific Time on the business day preceding the scheduled Closing Date, SELLER shall deliver to Escrow Holder: (i) a grant deed for the Property substantially in the form attached hereto as Exhibit “B” (“**Grant Deed**”), duly executed and

acknowledged by SELLER; (ii) the escrow costs and prorations for which SELLER is responsible pursuant to this Agreement; (iii) an original of the Closing Statement described in Section 3.5, duly executed by SELLER; and (iv) all other documents reasonably required by Escrow Holder to carry out and close the Escrow pursuant to this Agreement.

3.4 Deliveries by BUYER. On or before 12:00 noon Pacific Time on the business day preceding the scheduled Closing Date, BUYER shall deliver to Escrow Holder: (i) Purchase Price, (ii) the escrow costs and prorations for which BUYER is responsible pursuant to this Agreement, (iii) an original of the Closing Statement described in Section 3.5, duly executed by BUYER, (iv) the certificate of acceptance affixed to the Grant Deed, duly executed and acknowledged by BUYER, and (v) all other documents reasonably required by Escrow Holder to carry out and close the Escrow pursuant to this Agreement.

3.5 Closing Statement. No later than ten (10) business days prior to the Closing Date, Escrow Holder shall prepare for approval by BUYER and SELLER a closing statement ("**Closing Statement**") on Escrow Holder's standard form indicating, among other things, Escrow Holder's estimate of all closing costs and prorations made pursuant to this Agreement.

3.6 Closing, Recording, and Disbursements. On the Closing Date, and provided all of the SELLER Conditions to Closing and BUYER Conditions to Closing set forth in Sections 3.10.1 and 3.10.2 of this Agreement have been satisfied or waived in writing by the appropriate party, Escrow Holder shall take the following actions:

(a) *Recording.* Escrow Holder shall cause the Grant Deed to be recorded with the Recorder's Office in San Bernardino County, California.

(b) *Delivery of Documents and Funds.* Escrow Holder shall deliver to BUYER all of the items listed in Section 3.3 above which were delivered by SELLER to Escrow, except that Escrow Holder shall be instructed to record the original Grant Deed with the Recorder's Office in San Bernardino County, California upon Close of Escrow. Escrow Holder shall deliver the Purchase Price to SELLER by wire transfer as provided in written instructions to be furnished to Escrow Holder by SELLER prior to the Close of Escrow, together with one duplicate original of all of the items listed in Section 3.4 above on the Close of Escrow and a conformed copy of the Grant Deed.

3.7 Taxes. Real property taxes will not be prorated between SELLER and BUYER in Escrow. Upon recordation of the Grant Deed, BUYER will request cancellation of the real property taxes for the Property pursuant to California Revenue and Taxation Code Section 4986. If current taxes have not yet been paid as of the Closing Date, then at Closing SELLER shall pay through Escrow or out of SELLER proceeds, the full amount of the installment applicable for the period in which Closing occurs. SELLER shall be entitled to a refund of any excess payment made to the taxing authority on account of the Property, including any taxes paid by SELLER and applicable to any period from and after the Closing Date. The taxing authority will notify SELLER of any refund due SELLER resulting from the subject acquisition after a review and any subsequent proration of the property tax assessment by the County Assessor. SELLER retains the right, following close of escrow, to apply to the County Tax Collector for refund pursuant to Revenue and Taxation Code Section 5096.7.

3.8 Payment of Costs. SELLER shall pay for the premium for the standard coverage owner's Title Policy referred to in Section 3.10.2(b) and BUYER shall pay for the cost of any endorsements or

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extended coverage requested by BUYER. Any recording fees for the documents to be recorded under this Agreement and the escrow fee of Escrow Holder shall be divided equally and other costs and charges will be paid in customary manner; provided, however, that if the Close of Escrow has not occurred by the Closing Date by reason of a default hereunder, the defaulting party shall bear all Escrow cancellation charges. All other costs and expenses of Escrow not specifically allocated in this Agreement shall be allocated between BUYER and SELLER in accordance with customary practice in the county in which the Property is located. BUYER and SELLER shall each be responsible for their respective attorneys' fees and costs for this Agreement.

3.9 Information Report. Escrow Holder shall file and SELLER and BUYER agree to cooperate with Escrow Holder and with each other in completing any report ("Information Report") and/or other information required to be delivered to the Internal Revenue Service pursuant to Internal Revenue Code Section 6045(e) regarding the real estate sales transaction contemplated by this Agreement, including, without limitation, Internal Revenue Service Form 1099-B as such may be hereinafter modified or amended by the Internal Revenue Service, or as may be required pursuant to any regulation now or hereinafter promulgated by the Treasury Department with respect thereto. SELLER and BUYER also agree that SELLER and BUYER, their respective employees and attorneys, and Escrow Holder and its employees may disclose to the Internal Revenue Service, whether pursuant to such Information Report or otherwise, any information regarding this Agreement or the transaction contemplated herein as such party reasonably deems to be required to be disclosed to the Internal Revenue Service by such party pursuant to Internal Revenue Code Section 6045(e), and further agree that neither SELLER nor BUYER shall seek to hold any such party liable for the disclosure to the Internal Revenue Service of any such information.

3.10 Conditions to Close of Escrow.

3.10.1 Conditions to SELLER Obligations. In addition to any other condition set forth in this Agreement in favor of SELLER, SELLER shall have the right to condition its obligation to convey the Property to BUYER and close the Escrow upon the satisfaction, or written waiver by SELLER, of each of the following conditions precedent on the Closing Date or such earlier time as provided for herein (collectively, the "**SELLER Conditions to Closing**"):

(a) *Delivery of Document and Funds.* BUYER shall have timely executed and deposited into Escrow all escrow and closing documents required to be submitted by BUYER in order to accomplish the close of Escrow for the Property. BUYER shall have deposited with Escrow Holder the Purchase Price and the escrow and closing costs for which BUYER is responsible to pay and all other sums required of BUYER by this Agreement.

(b) *Representations and Warranties.* All representations and warranties made by BUYER in this Agreement are true and correct in all material respects as of the Closing as though made at that time.

(c) *No Default under the Agreement.* BUYER shall not be in material default of any of its obligations under this Agreement (and shall not have received notice of a default hereunder which has not been cured) and no event shall have occurred that would constitute a default with the giving of notice or the passage of time.

3.10.2 Conditions to BUYER's Obligations. In addition to any other condition set forth in this Agreement in favor of BUYER, BUYER shall have the right to condition its obligation to purchase

the Property and close the Escrow upon the satisfaction, or written waiver by BUYER, of each of the following conditions precedent on the Closing Date or such earlier time as provided for herein (collectively, the “**BUYER Conditions to Closing**”):

(a) *Delivery of Documents and Funds.* SELLER shall have executed and deposited into Escrow the Grant Deed, all escrow and closing documents required to be submitted by SELLER, and the escrow and closing costs for which SELLER is responsible to pay and all other sums required of SELLER by this Agreement.

(b) *Title Policy.* The Title Company is unconditionally and irrevocably committed to issue to BUYER at Closing a CLTA standard coverage owner’s title policy, or, upon BUYER’s request, an ALTA extended coverage owner’s policy of title insurance. SELLER shall be responsible for any survey costs associated therewith and SELLER must deliver an ALTA survey acceptable to the Title Company for the issuance of such extended coverage at least ten (10) business days prior to the Closing Date and SELLER shall be responsible for the additional cost of the extended coverage), insuring BUYER’s title to the Property in the amount of the Purchase Price, subject only to the following (collectively, the “**Approved Title Exceptions**”): (i) the standard exceptions and exclusions from coverage contained in such form of the policy; (ii) real estate taxes not yet due and payable; (iii) matters created by, through or under BUYER; (iv) items disclosed by the Survey and Preliminary Title Report (including any supplements) and approved or deemed approved by BUYER pursuant to the title review provisions in Section 2.5; and (v) any Title Objections that neither SELLER nor the Title Company has agreed to remove from title or insure over (“**Title Policy**”). If endorsements are required to cure defects in title and SELLER has agreed to provide such endorsements as a means of curing such title defects, then SELLER shall pay for such endorsements

(c) *Possession and Condition of the Property.* SELLER shall deliver the property free from any tenants, occupants, or trespassers and BUYER shall have full possession at the Close of Escrow. In addition, the physical condition of the Property shall be substantially the same on the Closing Date as on the Effective Date. Furthermore, at least ten (10) business days prior to the Closing Date, SELLER shall remove any of SELLER’s personal property and debris and trash from the Property.

(d) *CEQA.* The requirements under the California Environmental Quality Act (CEQA), as amended, shall have been complied with and the final CEQA determination permits the Property to be used for the BUYER’s intended purpose.

(e) *Non-Foreign Affidavit.* SELLER shall have executed and deposited into escrow a Non-Foreign Affidavit as required by federal law.

(f) *Representations and Warranties.* All representations and warranties made by SELLER in this Agreement are true and correct in all material respects as of the Closing as though made at that time.

(g) *No Default under Agreement.* SELLER shall not be in material default of any of its obligations under this Agreement (and shall not have received notice of a default hereunder which has not been cured) and no event shall have occurred that would constitute a default with the giving of notice or the passage of time.



(h) *Encumbrances.* There are no encumbrances on the Property except for Approved Title Exceptions.

(i) *Contract Termination.* SELLER shall have cancelled and terminated all agreements, contracts and leases relating to the Property with service providers, tenants, or as otherwise required pursuant to this Agreement, and provided BUYER with written evidence of same.

3.10.3 Satisfaction of Conditions. Where satisfaction of any of the foregoing conditions requires action by BUYER or SELLER, each party shall use its diligent efforts, in good faith, and at its own cost, to satisfy such condition.

3.10.4 Waiver. Each party may at any time or times, waive any of their respective Conditions to Closing in this Section 3.10, as set forth above, to their respective obligations hereunder, but any such waiver shall be effective only if contained in writing, signed, and delivered to the other party.

3.10.5 Escrow Termination. In the event each of the Conditions to Closing in this Section 3.10, as set forth above, is not fulfilled on the Closing Date or such earlier time period as provided for herein or waived, any party hereto may at its option terminate this Agreement and the Escrow opened hereunder, provided that party is not in default of this Agreement. No termination under this Agreement shall release any party then in default from liability for such default. In the event this Agreement is terminated, all documents and funds delivered to Escrow Holder shall be returned immediately to the respective parties.

4. REPRESENTATIONS AND WARRANTIES.

4.1 SELLER Representations and Warranties. SELLER hereby makes the following representations and warranties to BUYER, each of which is material and relied upon by BUYER in making its determination to enter into this Agreement and each of which is re-made as of the Closing Date and shall survive the Closing Date:

(a) SELLER execution, delivery and performance of its obligations under this Agreement does not constitute a default or a breach under any contract, agreement or order to which SELLER is a party or by which it is bound and there are currently no other pending contracts or opened escrow for the sale of the Property.

(b) SELLER owns the Property in fee simple, without leases or leasehold interests. SELLER has the full right, power and lawful authority to sell the Property and undertake all obligations as provided herein. The execution, performance and delivery of this Agreement by SELLER has been fully authorized by all requisite actions on the part of Seller.

(c) There are no pending actions, suits, writs, injunctions, decrees, legal proceedings or governmental investigations against the Property.

(d) SELLER has not received any notices and has no knowledge of any violation of any laws, ordinances, rules, regulations or requirements of any governmental agency, body or subdivision affecting or relating to the Property.

(e) SELLER has not received any notices and has no knowledge of any hazardous materials or waste (as defined by California Health and Safety Code section 25100, et. seq., and/or 42 U.S.C. §9601, et. seq.) that exists at the Property or a violation of any environmental laws that exists at the Property.

(f) SELLER is not the subject of a current or pending bankruptcy proceeding.

4.2 BUYER's Representations and Warranties. BUYER hereby makes the following representations and warranties to SELLER, each of which is material and relied upon by SELLER in making its determination to enter into this Agreement and each of which is re-made as of the Closing Date and shall survive the Closing Date:

(a) BUYER has the full right, power and lawful authority to purchase and accept the Property and undertake all obligations as provided herein. The execution, performance and delivery of this Agreement by BUYER has been fully authorized by all requisite actions on the part of BUYER.

(b) BUYER's execution, delivery and performance of its obligations under this Agreement does not constitute a default or a breach under any contract, agreement or order to which BUYER is a party or by which it is bound.

(c) BUYER is not the subject of a current or pending bankruptcy proceeding.

5. RESERVED.

6. DEFAULTS.

6.1 Institution of Legal Actions. Any legal action must be instituted in the Superior Court of the County of San Bernardino, State of California.

6.2 Rights and Remedies are Cumulative. Except as otherwise expressly provided 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.

6.3 Inaction Not a Waiver of Default. Any failures or delays by either party in asserting any of its rights and remedies as to any default shall not operate as a waiver of any default or of any such rights or remedies, or deprive either such party of its right to institute and maintain any actions or proceedings which it may deem necessary to protect, assert or enforce any such rights or remedies.

7. MISCELLANEOUS.

7.1 Notices. All notices, requests, demands, and other communications required or permitted under this Agreement shall be in writing and shall be delivered by: (a) personal delivery, (b) reputable overnight courier service that provides a receipt showing date and time of delivery, including (but not limited) federal express, or (c) registered or certified U.S. Mail, postage prepaid, return receipt requested. Notices shall be addressed to the respective parties as set forth below or to such other address as the parties may hereafter designate by written notice to the other party hereto:



To SELLER: Micasso Group, LLC
Mr. Ali Malaklou
12502 Martha Ann Drive
Los Alamitos, CA 90702

and

Micasso Group, LLC
Mr. Sam Samarah
12502 Martha Ann Drive
Los Alamitos, CA 90702

To BUYER: San Bernardino County, a political subdivision of the State of California, acting in its capacity as the Successor Housing Agency to the former Redevelopment Agency of the County of San Bernardino pursuant to Health and Safety Code Section 34176
c/o Real Estate Services Department
Attention: Brandon Ocasio, Manager of Acquisitions
385 North Arrowhead Avenue, 3rd Floor
San Bernardino, CA 92415-0180

Each notice shall be deemed delivered on the date received by the addressee or the addressee's refusal to accept delivery if by personal delivery or by reputable overnight courier service, or on the date of receipt or refusal to accept received as disclosed on the return receipt if by registered or certified U.S. mail, postage pre-paid, return receipt requested.

7.2 Relationship Between SELLER and BUYER. It is hereby acknowledged that the relationship between SELLER and BUYER is not that of a partnership or joint venture and that SELLER and BUYER shall not be deemed or construed for any purpose to be the agent of the other.

7.3 Attorneys' Fees. If any legal action is instituted to enforce or declare any party's rights hereunder, each party, including the prevailing party, must bear its own costs and attorneys' fees. This subsection shall not apply to those costs and attorneys' fees directly arising from any third-party legal action against a party hereto and payable under Section 2.2 ("Hazardous Materials; Indemnification") or Section 7.12 ("Real Estate Brokerage Commission").

7.4 Successors and Assigns; Assignment. This Agreement shall bind and inure to the benefit of SELLER and BUYER and their respective successors and assigns, as permitted herein. This Agreement shall not be assigned or otherwise transferred without the prior written consent of BUYER. Any change in control or ownership of SELLER shall be deemed an assignment requiring BUYER's consent for purposes of this Agreement.

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7.5 Entire Agreement, Waivers, and Amendments. This Agreement incorporates all of the terms and conditions mentioned herein, or incidental hereto, and supersedes all negotiations and previous agreements between the parties with respect to all or part of the subject matter hereof. All waivers of the provisions of this Agreement must be in writing and signed by the appropriate authorities of the party to be charged. Any amendment or modification to this Agreement must be in writing and executed by SELLER and BUYER.

7.6 Prohibited Persons and Transactions. SELLER represents to BUYER that it is not a person or entity with whom U.S. persons or entities are restricted from doing business under regulations of the Office of Foreign Asset Control ("OFAC") of the Department of the Treasury (including those named on OFAC's Specially Designated and Blocked Persons List) or under any statute, executive order (including the September 24, 2001, Executive Order Blocking Property and Prohibiting Transactions with Persons Who Commit, Threaten to Commit, or Support Terrorism), or other governmental action and is not and will not engage in any dealings or transactions or be otherwise associated with such persons or entities.

7.7 Executive Order N-6-22 Russia Sanctions. On March 4, 2022, Governor Gavin Newsom issued Executive Order N-6-22 (the "EO") regarding Economic Sanctions against Russia and Russian entities and individuals. "Economic Sanctions" refers to sanctions imposed by the U.S. government in response to Russia's actions in Ukraine (<https://home.treasury.gov/policy-issues/financial-sanctions/sanctions-programs-and-country-information/ukraine-russia-related-sanctions>), as well as any sanctions imposed under state law (<https://www.dgs.ca.gov/OLS/Ukraine-Russia>). The EO directs state agencies and their contractors (including by agreement or receipt of a grant) to terminate agreements with and to refrain from entering any new agreements with, individuals or entities that are determined to be a target of Economic Sanctions. Accordingly, should it be determined by the County or the State of California that SELLER is a target of Economic Sanctions or is conducting prohibited transactions with sanctioned individuals or entities, that shall be grounds for termination of this Agreement. SELLER shall be provided advance written notice of such termination, allowing SELLER at least 30 calendar days to provide a written response. Termination shall be at the sole discretion of BUYER.

7.8 1033 Exchange: SELLER agrees that BUYER notwithstanding the prior acceptance of this Agreement, acquire title to the PROPERTY and rights by condemnation or other judicial proceedings, in which event SELLER agrees to cooperate with BUYER in the prosecution of such proceedings. SELLER agrees that the consideration hereinabove stated shall be the full amount of just compensation, inclusive of interest, for the acquisition of the PROPERTY and rights, and agrees that the sum stated in Section 1.2 hereof constitutes the full amount of the Purchase Price for the PROPERTY and rights. Seller may avail itself of a 1033 tax exchange, if applicable, for exchange of like kind property.

7.9 Computation of Time. In the event that the day on which a party is required to take any action under the terms of this Agreement is a County-recognized closure or holiday, Saturday, or Sunday, such action shall be taken on the next succeeding County business day.

7.10 Interpretation; Governing Law. This Agreement shall be construed according to its fair meaning and as if prepared by both parties hereto. This Agreement shall be construed in accordance with the laws of the State of California, without regard to conflict-of-interest principles.

7.11 Severability. If any term, provision, covenant, or condition of this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remainder of this Agreement

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shall not be affected thereby to the extent such remaining provisions are not rendered impractical to perform taking into consideration the purposes of this Agreement.

7.12 Real Estate Brokerage Commission. SELLER and BUYER each represent and warrant to the other that it has not had conversations or negotiations with any broker or third party concerning the sale or purchase of the Property, respectively. In the event SELLER breaches the foregoing representation and warranty, SELLER shall be responsible, at its sole cost and expense, for any commissions, finders' fees, and/or payments claimed to be due to any broker or third party that represents SELLER regarding the sale of the Property. Each party agrees to indemnify and hold the other harmless from and against all liabilities, costs, damages, and expenses, including, without limitation, reasonable attorneys' fees, resulting from any claims or commissions, finders' fees, and/or payments due to a broker or third party resulting from a breach of each party's respective representation and warranty in this Section 7.12.

7.13 Execution in Counterpart. This Agreement may be executed in several counterparts, and all so executed shall constitute one agreement binding on both parties hereto, notwithstanding that both parties are not signatories to the original or the same counterpart.

7.14 If authorized by law, the parties shall be entitled to manually sign and transmit this Agreement by electronic means (whether by facsimile, PDF, or other email transmissions) and are entitled to electronically sign and transmit this Agreement via DocuSign, AdobeSign, or other similar digital signature software, which signature shall be binding on the party whose name is contained therein. Each party providing an electronic signature agrees to promptly execute and deliver to the other party an original signed Agreement upon request.

7.15 Exhibits. Exhibits "A", "B" and "C" are attached to this Agreement and are incorporated herein by this reference and made a part hereof.

7.16 No Withholding as Foreign Seller. SELLER represents and warrants to BUYER that SELLER is not, and as of the Close of Escrow will not be, a foreign person within the meaning of Internal Revenue Code section 1445 and that it will deliver to BUYER on or before the Close of Escrow a non-foreign affidavit on Escrow Holder's standard form pursuant to Internal Revenue Code section 1445(b)(2) and the Regulations promulgated thereunder and a California Form 590-RE.

7.17 Campaign Contribution Disclosure (SB 1439). SELLER has disclosed to the County using Exhibit C – Campaign Contribution Disclosure Senate Bill 1439, whether it has made any campaign contributions of more than \$250 to any member of the BUYER's Board of Supervisors or other BUYER elected officer [Sheriff, Assessor-Recorder-Clerk, Auditor-Controller/Treasurer/Tax Collector and the District Attorney] within the earlier of: (1) the date of the submission of SELLER's proposal to the BUYER, or (2) 12 months before the date this contract was approved by the BUYER's Board of Supervisors. SELLER acknowledges that under Government Code section 84308, SELLER is prohibited from making campaign contributions of more than \$250 to any member of the BUYER's Board of Supervisors or other BUYER elected officer for 12 months after the BUYER's consideration of the contract.

In the event a proposed amendment to this contract, the SELLER will provide the County a written statement disclosing any campaign contribution(s) of more than \$250 to any member of the Board of Supervisors or other County elected officer within the preceding 12 months of the date of the proposed amendment.

AM

Campaign contributions include those made by any agent/person/entity on behalf of the SELLER or by a parent, subsidiary or otherwise related business entity of SELLER.

8. BOARD OF SUPERVISORS APPROVAL: This Agreement is subject to and shall have no force or effect until and unless first approved by Board of Supervisors for BUYER and executed by an authorized BUYER signatory.

[Signatures on next page]

AM

IN WITNESS WHEREOF, SELLER and BUYER have entered into this Agreement as of the date first set forth above.

SELLER:

**Micasso Group, LLC,
a California Limited Liability Company**

By: *[Signature]*
Ali Malaklou, Member

Date: 08/23/2023

By: *[Signature]*
Berenice Malaklou, Member

Date: 08/23/2023

BUYER:

San Bernardino County, a political subdivision of the State of California, acting in its capacity as the Successor Housing Agency to the former Redevelopment Agency of the County of San Bernardino pursuant to Health and Safety Code Section 34176

[Signature]


By: Dawn Rowe
Title: Chair, Board of Supervisors

Date: SEP 12 2023

SIGNED AND CERTIFIED THAT A COPY OF THIS DOCUMENT HAS BEEN DELIVERED TO THE CHAIR OF THE BOARD

LYNNA MONELL
Clerk of the Board of Supervisors

By: *[Signature]*
Date: SEP 12 2023



APPROVED AS TO LEGAL FORM:

Tom Bunton, County Counsel
San Bernardino County, California

By: *[Signature]*
Agnes Cheng
Deputy County Counsel

Date: 8/9/2023

[Handwritten initials]

ACCEPTANCE BY ESCROW HOLDER

The undersigned hereby acknowledges that it has received a fully executed copy of the foregoing Purchase and Sale Agreement and Joint Escrow Instructions and agrees to act as Escrow Holder thereunder and to be bound by and perform the terms thereof as such terms apply to Escrow Holder.

_____, 2023

By: _____

Name: _____

Title: _____

(AM)

EXHIBIT "A"

Legal Description of the Property

The South ½ of Lot 89, Marygold acres, in the County of San Bernardino, State of California, as per Plat recorded in Book 19 of Maps, pages 15 and 16, records of said county.

Except the East 130 feet of the North 80 feet.

Also except the South 40 feet, measured from the original center line of Colton Avenue, 60 feet wide.

APN: 0252-051-41

AM

EXHIBIT "B"

FORM OF GRANT DEED

Follows this page

(AM)

RECORDING REQUESTED BY:
San Bernardino County
Real Estate Services Department
385 N. Arrowhead Ave., 3rd Floor
San Bernardino, CA 92415-0180

WHEN RECORDED MAIL TO:
Same as above

RECORDER: EXEMPT:
This instrument is for the benefit of the San Bernardino County and is entitled to be recorded without fee subject to Govt. Code 27383 and 6103

A.P.N: 0252-051-41

GRANT DEED

Dept. Code: 11200

The undersigned grantor(s) declare(s):

DOCUMENTARY TRANSFER TAX \$0.00 Conveyance to Government Entity. R&T 11922

- computed on full value of property conveyed, or
 computed on full value less liens and encumbrances remaining at the time of sale
 Unincorporated Area City of

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

Micasso Group, LLC, a California limited liability company,

hereby GRANT(S) to **SAN BERNARDINO COUNTY, a political subdivision of the State of California, acting in its capacity as the Successor Housing Agency to the former Redevelopment Agency of the County of San Bernardino pursuant to Health and Safety Code Section 34176,** the following real property in the unincorporated area of San Bernardino County, State of California:

SEE EXHIBIT "A", LEGAL DESCRIPTION

COMMONLY KNOWN AS: 10108 Locust Avenue, Bloomington, CA

GRANTOR:

Micasso Group, LLC

By: _____
Ali Malaklou, Member

Dated: _____



SAN BERNARDINO COUNTY, a political subdivision of the State of California,
acting in its capacity as the Successor Housing Agency to the former
Redevelopment Agency of the County of San Bernardino
pursuant to Health and Safety Code Section 34176

CERTIFICATE OF ACCEPTANCE

APN: 0252-051-41

This is to certify that the interest in real property conveyed by the within instrument to San Bernardino County, a political subdivision of the State of, acting in its capacity as the Successor Housing Agency to the former Redevelopment Agency of the County of San Bernardino pursuant to Health and Safety Code Section 34176, is hereby accepted by the undersigned officer/agent on behalf of the Board of Supervisors pursuant to authority conferred by resolution of the Board of Supervisors adopted on March 27, 2012 and the Grantee consents to recordation thereof by its duly authorized officer/agent

Dated: _____

By: _____
Terry W. Thompson, Director
Real Estate Services Department

EXHIBIT "A" TO GRANT DEED

LEGAL DESCRIPTION OF PROPERTY

THE LAND REFERRED TO HEREIN BELOW IS SITUATED IN THE COUNTY OF SAN BERNARDINO, STATE OF CALIFORNIA, AND IS DESCRIBED AS FOLLOWS:

The South ½ of Lot 89, Marygold acres, in the County of San Bernardino, State of California, as per Plat recorded in Book 19 of Maps, pages 15 and 16, records of said county.

Except the East 130 feet of the North 80 feet.

Also except the South 40 feet, measured from the original center line of Colton Avenue, 60 feet wide.

Area and distance of the above described property are computed to center lines of all adjoining streets and roads.

APN: 0252-051-41

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

CIVIL CODE § 1189

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
San Bernardino County

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)

EXHIBIT "C"
Campaign Contribution Disclosure
(SB 1439)

DEFINITIONS

Actively supporting the matter: (a) Communicate directly with a member of the Board of Supervisors or other County elected officer [Sheriff, Assessor-Recorder-Clerk, District Attorney, Auditor-Controller/Treasurer/Tax Collector] for the purpose of influencing the decision on the matter; or (b) testifies or makes an oral statement before the County in a proceeding on the matter for the purpose of influencing the County's decision on the matter; or (c) communicates with County employees, for the purpose of influencing the County's decision on the matter; or (d) when the person/company's agent lobbies in person, testifies in person or otherwise communicates with the Board or County employees for purposes of influencing the County's decision in a matter.

Agent: A third-party individual or firm who, for compensation, is representing a party or a participant in the matter submitted to the Board of Supervisors. If an agent is an employee or member of a third-party law, architectural, engineering or consulting firm, or a similar entity, both the entity and the individual are considered agents.

Otherwise related entity: An otherwise related entity is any for-profit organization/company which does not have a parent-subsidary relationship but meets one of the following criteria:

- (1) One business entity has a controlling ownership interest in the other business entity;
- (2) there is shared management and control between the entities; or
- (3) a controlling owner (50% or greater interest as a shareholder or as a general partner) in one entity also is a controlling owner in the other entity.

For purposes of (2), "shared management and control" can be found when the same person or substantially the same persons own and manage the two entities; there are common or commingled funds or assets; the business entities share the use of the same offices or employees, or otherwise share activities, resources or personnel on a regular basis; or there is otherwise a regular and close working relationship between the entities.

Parent-Subsidiary Relationship: A parent-subsidiary relationship exists when one corporation has more than 50 percent of the voting power of another corporation.

SELLER must respond to the questions on the following page. If a question does not apply respond N/A or Not Applicable.

1. Name of SELLER: Micasso Group LLC, A California Limited Liability Company

2. Name of Principal (i.e., CEO/President) of Contractor, if the individual actively supports the matter and has a financial interest in the decision:

Ali Malaklou & Berenice Malaklou, and Sam Samarah

3. Name of agent of SELLER:

Company Name	Agent(s)
None	

4. Name of any known lobbyist(s) who actively supports or opposes this matter:

Company Name	Contact
None	

5. Name of Subcontractor(s) (including Principal and Agent(s)) that will be providing services/work under the awarded contract if the subcontractor (1) actively supports the matter and (2) has a financial interest in the decision and (3) will be possibly identified in the contract with the County or board governed special district.

Company Name	Subcontractor(s):	Principal and//or Agent(s):
None		

6. Is the entity listed in Question No.1 a nonprofit organization under Internal Revenue Code section 501(c)(3)?

Yes

No

7. Name of any known individuals/companies who are not listed in Questions 1-5, but who may (1) actively support or oppose the matter submitted to the Board and (2) have a financial interest in the outcome of the decision:

Company Name	Individual(s) Name
None	

8. Was a campaign contribution, of more than \$250, made to any member of the San Bernardino County Board of Supervisors or other County elected officer on or after January 1, 2023, by any of the individuals or entities listed in Question Nos. 1-7?

No If **no**, please skip Question No. 9 and sign and date this form.

Yes If **yes**, please continue to complete this form.

9. _____ Name of Board of Supervisor Member or other
County elected officer:

Name of Contributor: _____

Date(s) of Contribution(s): _____

Amount(s): _____

Please add an additional sheet(s) to identify additional Board Members/County elected officer to whom anyone listed made campaign contributions.

By signing the Agreement, SELLER certifies that the statements made herein are true and correct. SELLER understands that the individuals and entities listed in Question Nos. 1-7 are prohibited from making campaign contributions of more than \$250 to any member of the Board of Supervisors or other County elected officer while award of this Agreement is being considered and for 12 months after a final decision by the County.

[Signatures on next page]

