

EXCLUSIVE RIGHT AND OPTION TO PURCHASE AGREEMENT

This OPTION TO PURCHASE AGREEMENT (the "Agreement"), is made and is effective as of this _____ day of _____, 2025 ("Effective Date") by and between Ramesh Pitamber, Trustee of the Pitamber Irrevocable Family Trust dated March 26, 2002, ("OPTIONOR"), and **THE COUNTY OF NEVADA**, a political subdivision of the State of California ("OPTIONEE"), collectively, the "Parties."

RECITALS

This Agreement is entered into with reference to the following facts:

A. WHEREAS, OPTIONORS are the owner of all that certain real property (hereinafter called the "Property"), described as follows: [0.3 acres- Stagecoach Motel 405 South Auburn Street, Grass Valley CA, 95945- commonly known as Assessor's Parcel Number: 008-510-043 respectively] more specifically described in Exhibit "A."

B. WHEREAS, OPTIONEE desires to obtain an exclusive right and option to purchase the Property from OPTIONOR on the terms and conditions set forth herein and OPTIONOR is willing to grant such an option to Optionee.

C. WHEREAS, building on the success of Project Homekey Round 2, Homekey+ is a statewide effort to rapidly sustain and expand housing for persons at risk or experiencing homelessness with a focus of veterans and other individuals with mental health and/or experiencing substance use disorder challenges by utilizing State and Federal money to purchase real property housing options within the community.

NOW, THEREFORE, in consideration of the foregoing recitals which are specifically incorporated into the body of this Agreement, the promises, the mutual representations, warranties, covenants and agreements hereinafter contained, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereby agree as follows:

1. **Grant of Exclusive Right and Option to Purchase.** In consideration of the sum of \$1.00 paid by OPTIONEE to OPTIONOR, OPTIONOR grants to OPTIONEE an exclusive right and Option to purchase (this "Option") the Property from OPTIONOR for the term and upon all of the terms, covenants, and conditions hereinafter set forth.

2. **MEMORANDUM OF EXCLUSIVE RIGHT AND OPTION TO PURCHASE.** OPTIONOR has duly executed, acknowledged and delivered to OPTIONEE a Memorandum of Exclusive Right and Option Purchase in the form attached hereto as Exhibit "B," and agrees to that OPTIONEE may cause such Memorandum of Exclusive Right and Option Purchase to be recorded. OPTIONEE agrees to execute, acknowledge and deliver to OPTIONOR a Quitclaim Deed to the Property promptly at the request of OPTIONOR if OPTIONEE does not exercise the Option hereunder if such is necessary to clear OPTIONOR'S title. OPTIONEE shall bear any expense of recording such instrument.

3. **Term of Option.** The term of this Option (“Option Term”) shall commence upon the date of this Agreement and shall expire at midnight on November 30, 2025. If not exercised during the term of this Option, this Option shall automatically and without further notice, act or documentation by any party expire on the date aforesaid. OPTIONEE may exercise this Option at any time during the term of this Option by giving OPTIONOR written notice of its intention to exercise the OPTION. In the event this OPTION is exercised, the consideration paid by OPTIONEE for this Option (as stated in Paragraph 2 above) shall be applied against and be deemed to be a payment credited against the purchase price. In the event that OPTIONEE does not exercise this Option, the consideration paid by OPTIONEE for this Option may be retained by OPTIONOR without deduction or offset. As soon as reasonably practicable after exercise of this OPTION, the Parties shall execute and cause to be recorded a Notice of Exercise of Option, in the form as Exhibit “C” attached hereto and in accordance with Section 16(a) of the Agreement.

4. **Existing Leases.** At the time of purchase, OPTIONEE acknowledges there will be no existing tenants on the property and OPTIONOR agrees to work with any potential holdover tenants that remain on the property to provide relocation services. If any tenants or other occupants remain on the property at the time of proposed purchase, OPTIONEE may elect to cancel this Agreement and receive back from OPTIONOR all consideration previously paid to OPTIONOR for this Option, and any extensions of the term thereto, or may purchase the Property at the purchase price set forth herein.

5. **Terms of Purchase.** The purchase price and terms upon which OPTIONEE agrees to purchase and OPTIONOR agrees to sell the Property upon OPTIONEE’s exercise of this OPTION shall be set forth in a Purchase and Sale Agreement, which shall be subject to negotiation and execution between OPTIONOR and OPTIONEE and approved by the California State Department of Housing and Community Development. The consideration paid for this Option shall be credited against the purchase price.

The agreed to price, as agreed to pursuant to the April 30, 2025, letter signed by both the OPTIONEE and OPTIONOR titled “Nevada County Intent to Purchase: Stagecoach Motel” is payable as follows:

(a) Full amount to be deposited in escrow upon the opening thereof by the State of California through the Department of Housing and Community Development. The consideration paid for this Option shall be credited against the purchase price.

(b) Any balance due shall be paid in full on the closing date.

6. **Exercise of Option and Escrow.** Provided that OPTIONOR and OPTIONEE have negotiated and executed a Purchase and Sale Agreement for the Property, OPTIONEE may exercise this Option to Purchase during the Option Term by delivering to OPTIONOR a Notice of Exercise of Option in substantially the following form:

Notice is hereby given that the undersigned Optionee exercises its right to purchase the property described in that certain Exclusive Right and Option to Purchase Agreement, dated this _____ day of _____, 2025, between the undersigned Optionee and Ramesh Pitamber, Trustee of the Pitamber

Irrevocable Family Trust dated March 26, 2002, in accordance with the provisions of the Option Agreement.

7. **Escrow.** Within ten (10) calendar days after exercise of this Option, OPTIONEE and OPTIONORS shall use escrow account **P-665062** for this transaction at Placer Title Company, 380 Sierra Collage Drive, Suite 100, Grass Valley, CA 95949, 530-477-1382 ext. 4114-phone, 530 477-6287- fax, Escrow Officer: Jason Dempsey, Jdempsey@placertitle.com - email. The purchase and sale shall be consummated at the aforesaid escrow within forty-five (45) days after the exercise of this Option by Optionee (the "Closing Date"). Reference Placer Title Company: Escrow File **P-665062**

This transaction shall be consummated, and the escrow closed in the following manner:

(1) OPTIONOR shall deposit a duly executed and acknowledged Grant Deed conveying the Property to OPTIONEE in the form attached hereto as Exhibit "D."

(2) OPTIONEE shall deposit the portion of the purchase price to be paid pursuant to Paragraph 6, above in cash.

(3) Escrow shall close when the escrow is in a position to issue the title insurance policy described in Paragraph 8, below, showing title to the Property vested of record in OPTIONEE (or its assignee or nominee). Escrow shall be consummated by delivering the cash deposited by OPTIONEE to OPTIONOR. Closing shall be deemed to have occurred when the Grant Deed is recorded. Closing costs will be paid for by OPTIONEE.

(4) Real estate taxes and any cash rentals accruing from the Property shall be prorated between the Parties as of the Closing date.

8. **Condition of Title Upon Closing Date.** OPTIONOR shall deliver marketable title to OPTIONEE on the Closing Date subject only to (i) to taxes, assessments, liens and encumbrances of record or included exceptions on an applicable policy of title insurance issued by Placer Title Company or its underwriter. OPTIONEE's title shall be insured by an ALTA or CLTA policy of title insurance insuring that as of the Closing Date the Property is vested of record in OPTIONEE (or its assignee or nominee).

9. **Possession.** Possession of the Property shall be delivered to OPTIONEE upon the Closing Date.

10. **Damage or Destruction.** Except for any damage or destruction attributable to the activities of OPTIONEE or OPTIONEE's agents, employees or contractors, in the event that prior to Closing Date the Property or any improvements thereon are destroyed or materially damaged, OPTIONOR shall bear the risk of loss therefor, and OPTIONEE may elect to cancel this Agreement and receive back from OPTIONOR all consideration previously paid to OPTIONOR for this Option, and any extensions of the term thereto, or may purchase the Property at the purchase price set forth herein less the amount by which such damage or destruction has decreased the fair market value of the Property.

11. **Condemnation.** If, before the closing date, either OPTIONOR or OPTIONEE receives notice of any condemnation or eminent domain proceeding, the party receiving the notice shall promptly notify the other party of that fact. OPTIONEE may elect either to proceed with the purchase contemplated by this Option or to terminate this OPTION within seven (7) days after the date of notice is received. If OPTIONEE proceeds with the purchase in accordance with all the terms of this Option, all condemnation proceeds shall be paid to OPTIONEE (or assigned to OPTIONEE if not then yet collected).

12. **Right to Enter.** During the term of this Option, OPTIONEE and its employees, agents, consultants, and contractors shall have the right, upon reasonable notice to OPTIONOR, to enter upon the Property for the purpose of conducting necessary inspections, surveys, testing and examination of the Property as required by OPTIONEE in exercise of OPTIONEE's reasonable judgement. OPTIONEE's inspection, testing and examination, survey and review of the Property shall be at OPTIONEE's sole expense. OPTIONEE shall obtain OPTIONOR'S advance consent in writing of any proposed physical testing of the Property in furtherance of its obligations contained herein, which consent shall not be unreasonably withheld or delayed. OPTIONEE shall repair, restore and return the PROPERTY to its original condition after such physical testing is completed, at OPTIONEE's expense. OPTIONEE, shall indemnify and hold harmless OPTIONOR, its officers, officials, employees, agents or volunteers from any claims, damages, or injuries incurred or sustained by OPTIONOR as a result of any acts of OPTIONEE, its officers, officials, employees, agents or volunteers pursuant to this paragraph. OPTIONEE further agrees that in the event OPTIONEE fails to exercise this Option, any and all soils tests, engineering studies, environmental reports, and any other documentation developed, prepared, or submitted for the purpose of obtaining rezoning or development of the Property, tentative subdivision maps, tentative parcel maps or other development approvals, shall be delivered to OPTIONOR at no expense to OPTIONOR and shall become OPTIONOR'S property. OPTIONEE further agrees to submit all development proposals to OPTIONOR during the term of this Option or any extensions thereof and obtain OPTIONOR'S written approval of such proposals prior to presenting same to any governmental agency, which approval shall not be unreasonably withheld. OPTIONOR agrees to assist OPTIONEE in any reasonable manner to obtain any necessary rezoning, maps, or other necessary permits for OPTIONEE's proposed development as long as such assistance is in no way at any cost or expense to OPTIONOR and in no way commits or binds the Property to a change in the use or zoning of the Property.

13. **Time of Essence; Failure to Exercise Option.** Time is of the essence of this Option Agreement. If this Option is not exercised in the manner provided in Paragraph 4, above, before expiration of the Option term, or any authorized extension thereof, OPTIONEE shall have no interest whatever in the Property and this Option may not be revived by any subsequent payment or further action by OPTIONEE.

14. **Due Diligence Period.** Subject to the terms and conditions of this Agreement, OPTIONEE shall have the right to conduct a due diligence investigation of the Property and of all matters which OPTIONEE deems relevant to this Option to Purchase.

15. **Hazardous Substances.** During the Option Term, OPTIONEE shall, at its sole cost, secure all necessary appraisals, reports, inspections, or tests, including an evaluation of any existing Hazardous substances on the Property. "Hazardous Substances" shall mean any substance

which is (A) defined as a hazardous waste, pollutant or contaminant under any Environmental Law, (B) a petroleum hydrocarbon, including crude oil or any fraction thereof, (C) hazardous, toxic, corrosive, flammable, explosive, infectious, radioactive, carcinogenic or reproductive toxicant, (D) regulated pursuant to any Environmental Law, or (E) any pesticide regulated under state or federal law; and the term "Environmental Law" means each and every federal, state and local law, statute, ordinance, regulation, rule, judicial or administrative order or decree, permit, license, approval, authorization or similar requirement of each agency or other governmental authority, pertaining to the protection of human health and safety or the environment.

During the Option Term, OPTIONEE shall provide OPTIONOR written notice of the identification of any the Hazardous Substances on the Property within two days of receipt of report.

16. **Miscellaneous.**

(a) **Notices.** Any notice, demand, approval, consent, or other communication required or desired to be given under this Agreement shall be given in writing in the manner set forth below, addressed to the party to be served at the addresses set forth below, or at such other address for which that party may have given notice under the provisions of this Section. Any notice, demand, approval, consent, or other communication given by (a) mail shall be deemed to have been given on the second (2nd) business day immediately following the date it was deposited in the United States mail, first class and postage prepaid; (b) overnight common carrier courier service shall be deemed to be given on the business day immediately following the date it was deposited with such common carrier (or on the second (2nd) business day following the date of deposit if the day of deposit was not a business day); (c) delivery in person or by messenger shall be deemed to have been given upon delivery in person or by messenger; or (d) electronic facsimile shall be deemed to have been given on the date of transmission of the entire communication, provided that (i) such transmission occurs during 8:00 a.m. and 5 p.m., Pacific Time, on normal business days, (ii) the sending facsimile machine confirms successful transmission of the communication, and (iii) the receiving party receives delivery of a hard copy of the original transmitted document(s) not later than the third (3rd) business day following such transmission by one of the methods described in subsections (a), (b) or (c) above.

If to OPTIONEE:

County of Nevada
Information and General Services Department
950 Maidu Avenue
Nevada City, CA 95959
Attn: Justin Drinkwater, Director of Facilities
Tel: (530) 470-2637
Fax: (530) 265-7112

If to OPTIONOR:

Ramesh Pitamber, Trustee of the Pitamber
Irrevocable Family Trust dated March 26,
2002
5151 Weston Way
Granite Bay, CA 95746
Tel: (916) 762-9112

with a copy to:

County Counsel
County of Nevada
950 Maidu Ave., Suite 240
Nevada City, CA 95959
Tel: (530) 265-1319
Fax: (530) 265-9840

(b) Brokers and Finders. Neither party has had any contact or dealings regarding the Property, or any communication in connection with the subject matter of this transaction through any real estate broker or other person who can claim a right to a commission or finder's fee in connection with the Option contemplated herein. In the event that any broker or finder tenders a claim for a commission or finder's fee based upon any such contact, dealings or communication, the party through whom the broker or finder makes its claim shall be responsible for said commission or fee and shall indemnify and hold harmless the other party from and against all liabilities, losses, costs and expenses (including reasonable attorneys fees) arising in connection with such claim for a commission or finder's fee.

(c) Successors and Assigns. This Option shall be binding upon, and inure to the benefit of, the Parties and their respective successors, heirs, administrators and permitted assigns.

(d) Amendments. Except as otherwise provided herein, this Option may be amended or modified only by a written instrument executed by OPTIONOR and OPTIONEE.

(e) Governing Law; Venue. This Option has been negotiated and executed in Nevada County, California, and the substantive laws of the State of California, without reference to its conflict of laws provisions, will govern the validity, construction, and enforcement of this Option and venue for any action relating to the Property or this Option shall be in Nevada County, California.

(f) Merger of Prior Options. This Option and the Exhibit(s) hereto constitute the entire Agreement between the Parties and supersede any and all prior agreements and understandings between the parties relating to the subject matter hereof.

(g) No Third-Party Beneficiaries. This Option creates rights and duties only between OPTIONOR and OPTIONEE, and no other party, or third party, is intended to have or be deemed to have any rights under this Option as an intended third-party beneficiary, except as expressly set forth herein.

(h) Further Assurances. The Parties agree to cooperate with each other and execute any documents reasonably necessary to perform the intent and purpose of this Option.

(i) Time of the Essence; Dates. Time is of the essence of this Option. In the event that any date specified in this Agreement falls on Saturday, Sunday or holiday (as defined in Section 6700 of the California Government Code) (each a "Non-Business Day"), such date shall

be deemed to be the succeeding business day. For purposes of this Option, a “business day” shall mean a day other than a Non-Business Day.

(j) Construction. Headings at the beginning of each section and subsections are solely for the convenience of the parties and are not a part of this Option. Whenever required by the context of this Option, the singular shall include the plural and the masculine shall include the feminine and vice versa. The Parties hereto agree that this Option is the product of joint draftsmanship and negotiation and that should any of the terms be determined by a court, or in any type of quasi-judicial or other proceeding, to be vague, ambiguous and/or unintelligible, that the same sentences, phrases, clauses or other wordage or language of any kind shall not be construed against the drafting party in accordance with California Civil Code Section 1654, and that each such party to this Option waives the effect of such statute.

(k) Severability. If any provision of this Option, or the application thereof to any person, place, or circumstance, shall be held by a court of competent jurisdiction to be invalid, unenforceable or void, the remainder of this Option and such provisions as applied to other persons, places and circumstances shall remain in full force and effect.

(l) Addenda, Exhibits and Schedules. All addenda, exhibits and schedules referred to herein are, unless otherwise indicated, incorporated herein by this reference as though set forth herein in full.

(m) Entire Agreement. This Option and any/all attachments or exhibits hereto constitute the entire agreement between the Parties, and no representations have been made or relied upon except as set forth herein. This Option may be amended or modified only by written, fully executed agreement of the Parties.

(n) Memorandum of Option. No later than fifteen (15) days after the execution of this Option Agreement, the Parties shall record, in the official records of Nevada County, the “Memorandum of Option” attached hereto as Exhibit “B.”

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

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

OPTIONEE:

COUNTY OF NEVADA, a political
subdivision of the State of California

OPTIONORS:

Ramesh Pitamber, Trustee of the Pitamber
Irrevocable Family Trust dated March 26, 2002

By: Heidi Hall, Chair
Nevada County Board of Supervisors

DATE: _____

DATE: _____

ATTEST:

By: _____
Jeffrey Thorsby
Clerk of the Board

APPROVED AS TO FORM:

By: _____
Katharine L. Elliott
County Counsel

EXHIBIT A
LEGAL DESCRIPTION

The land described herein is situated in the State of California, County of Nevada, City of Grass Valley, described as follows:

Parcel A, as shown on the Parcel Map for Ray Seghezzi, as filed in the office of the Recorder of the County of Nevada on October 11, 1974, in Book 8 of Parcel Maps, at Page 175.

Excepting Therefrom: (1) The minerals below a depth of 50 feet from the surface, as set forth in the deed dated May 5, 1900, recorded June 1, 1900, in Book 93, Page 446, of Deeds, executed by Samuel H. Dille, et ux to W.B. Bourn.

(2) All minerals, metal matter or material contained in and under the premises herein described, together with the right to extract, work and remove same from any depth up to 100 feet of the surface, as set forth in the deed dated November 24, 1905, recorded December 11, 1905, in Book 103, Page 423, of Deeds, executed by Lloyd P. Larue, et ux, to W.B. Bourn.

APN: 008-510-042-000

EXHIBIT B
MEMORANDUM OF EXCLUSIVE RIGHT AND OPTION TO PURCHASE

Recording Requested by and
When Recorded Return to:

Memorandum of Exclusive Right and Option to Purchase

This Memorandum of Exclusive Right and Option to Purchase (this “Memorandum”) is made this _____ day of _____, 2025 by and between Ramesh Pitamber, Trustee of the Pitamber Irrevocable Family Trust dated March 26, 2002, as (“Optionor”), and Nevada County, a political subdivision of the State of California (“Optionee”).

1. Optionor hereby grants to Optionee an exclusive right and option to purchase all of that certain real property located in the County of Nevada, State of California, more particularly described on Exhibit “A” attached hereto and incorporated herein (the “Property”).
2. The specific terms and conditions of Optionee’s option to purchase the Property are set forth in that certain Exclusive Right and Option to Purchase Agreement dated this ____ day of _____, 2025. All of the covenants, terms, conditions and restrictions of the said Option Agreement are incorporated herein by this reference.
3. The term of the Option expires on November 30, 2025.

Any party who is interested in acquiring an interest in the Property should contact the Optionor and Optionee. The Optionor’s addresses are: Anita Mirpuri authorized representative for Heritage Hotel Group/Pitamber Irrevocable Trusr, 714 W. Main Street, Grass Valley, CA 95945 and the Optionee’s address is 950 Maidu Ave., Nevada City, CA 95959.

IN WITNESS WHEREOF, this Memorandum has been executed this _____ day of _____, 2025

SIGNATURES ON FOLLOWING PAGE

OPTIONOR

OPTIONEE

County of Nevada

Ramesh Pitamber, Trustee of the Pitamber
Irrevocable Family Trust dated March 26,
2002

By: _____
Heidi Hall, Chair
Nevada County Board of Supervisors

Attest:
JEFFREY THORSBY
Clerk of the Board of Supervisors

By: _____

EXHIBIT C
NOTICE OF EXERCISE OF EXCLUSIVE RIGHT AND OPTION TO PURCHASE

Recording Requested by County of Nevada and
When Recorded Return to:
Justin Drinkwater, Director of Facilities
County of Nevada
950 Maidu Ave Nevada City CA 95959

Notice of Exercise of Exclusive Right and Option to Purchase

Notice of Exercise of the Exclusive Right and Option to Purchase (this "Notice") by Nevada County, a political subdivision of the State of California ("Optionee"), with regard to that certain Exclusive Right and Option to Purchase, dated this _____ day of _____, 2025, all of that certain real property from Ramesh Pitamber, Trustee of the Pitamber Irrevocable Family Trust dated March 26, 2002 ("Optionor"), located in the County of Nevada, State of California, more particularly described on Exhibit "C.1" attached hereto and incorporated herein (the "Property"), was provided to Optionors on [ADD DATE].

IN WITNESS WHEREOF, this Memorandum has been executed this _____ day of _____, 2025.

OPTIONOR

County of Nevada

By: _____
Heidi Hall, Chair
Nevada County Board of Supervisors

Date: _____, 2025

Attest:
JEFFREY THORSBY
Clerk of the Board of Supervisors

By: _____

EXHIBIT C.1
LEGAL DESCRIPTION

The land described herein is situated in the State of California, County of Nevada, City of Grass Valley, described as follows:

Parcel A, as shown on the Parcel Map for Ray Seghezzi, as filed in the office of the Recorder of the County of Nevada on October 11, 1974, in Book 8 of Parcel Maps, at Page 175.

Excepting Therefrom: (1) The minerals below a depth of 50 feet from the surface, as set forth in the deed dated May 5, 1900, recorded June 1, 1900, in Book 93, Page 446, of Deeds, executed by Samuel H. Dille, et ux to W.B. Bourn.

(2) All minerals, metal matter or material contained in and under the premises herein described, together with the right to extract, work and remove same from any depth up to 100 feet of the surface, as set forth in the deed dated November 24, 1905, recorded December 11, 1905, in Book 103, Page 423, of Deeds, executed by Lloyd P. Larue, et ux, to W.B. Bourn.

APN: 008-510-042-000

EXHIBIT D
GRANT DEED
Will Be Provided By Escrow Company

EXHIBIT E
TITLE REPORT
To be Attached