

BID FORMS

FOR

**THE SALE OF REAL PROPERTY
LOCATED IN THE CITY OF SANTA ROSA, COUNTY OF SONOMA**

**2150 WEST COLLEGE AVENUE
(APN 010-320-029)**



SONOMA COUNTY WATER AGENCY

DECEMBER 2015

Sonoma County Water Agency
Administrative Offices
404 Aviation Boulevard
Santa Rosa, CA 95403

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INSTRUCTIONS TO BIDDERS

1. Bids are to be made only on the basis of these bid forms, which incorporate Water Agency Board of Directors Resolution Nos. 15-0307, 15-0423 and 15-0469 (enclosed). A bidder shall not be relieved of his or her bid nor shall any change be made in his her bid because of mistakes.

2. The submittal of a bid shall be deemed evidence that the bidder has carefully examined the laws relating to the property, inspected the site, examined these instructions and is fully aware of the responsibilities of a bidder pursuant to the process set forth in these materials.

3. Bids should be plainly marked on the outside of a sealed envelope: "Bid to Purchase Real Property Located at 2150 West College Avenue APN 010-320-029), 10:00 a.m., January 26, 2016."

4. Any bid may be withdrawn at any time prior to the hour fixed for the receipt of bids, provided that a request in writing, executed by the bidder, or his duly authorized representative for the withdrawal of such bid is submitted to Sonoma County Water Agency, Administrative Offices, 404 Aviation Boulevard, Santa Rosa, CA 95403, Attention to Mike Thompson, Assistant General Manager. The withdrawal of a bid shall not prejudice the right of a bidder to file a new bid prior to the time and date set for the receipt of bids.

5. The Water Agency reserves the right to seek supplementary information from any bidder at any time. Bidders must be prepared to submit proof of funds in order to complete this transaction and any other information required.

6. The right to reject any and all bids, both written and oral, and to withdraw the property from sale is reserved by the Water Agency's Board of Directors.

7. If there are any problems or questions about filling out the forms, assistance may be obtained at the Sonoma County Water Agency 404 Aviation Boulevard, Santa Rosa, CA 95403 (707-547-1921).

Whereas, on November 13, 2015, this Board was notified that the School District would not be pursuing its effort to purchase the Property; and

Whereas, Water Agency staff have reported that the School District's October 27th offer to acquire the property -- by eminent domain if necessary -- has disrupted the Water Agency's bid process and resulted in the loss of potential bidders; and

Whereas, Water Agency staff recommend delay of the bid opening from December 4, 2015 to January 26, 2016 to allow more time for bidders to participate in the bid process.

Now, Therefore, Be It Resolved that the Board of Directors of the Sonoma County Water Agency hereby finds, determines, and declares as follows:

1. The above recitals are true and correct.
2. That it remains the intention of this Board to sell for cash said real property pursuant to the provisions of Government Code Section 25520 *et seq.* In accordance with Government Code, Section 25539, the Board hereby orders: (a) that the date and location of the bid opening shall be extended to January 26, 2016, 10:00 a.m. at the Sonoma County Water Agency's Administrative Offices located at 404 Aviation Boulevard, Santa Rosa, CA 95403, and (b) that the Assistant General Manager is hereby authorized and directed to act on behalf of the Board of Directors to open sealed bids, receive oral bids and submit the successful bid to the Board as soon as possible after the bid opening for the Board's final acceptance and execution of the Purchase Agreement.
3. Except as the bid opening date has been modified by this Resolution, that the Property shall be sold in accordance with the terms and conditions of the bid process approved by this Board on October 20, 2015. Staff are hereby directed to conform the bid packet to reflect this order.

Directors:

Rabbitt: Aye Zane: Aye Gore: Aye Carrillo: Aye Gorin: Aye

Ayes: 5 Noes: 0 Absent: 0 Abstain: 0

So Ordered.

THE WITHIN INSTRUMENT IS A
CORRECT COPY OF THE ORIGINAL
ON FILE IN THIS OFFICE

ATTEST: **OCT 20 2015**

VERONICA A. FERGUSON, Clerk/Secretary
BY *V. Ferguson*
DEPUTY CLERK/ASST SECRETARY

Date: October 20, 2015

Item Number: 13
Resolution Number: 15-0423

4/5 Vote Required

Resolution Of The Board Of Directors Of The Sonoma County Water Agency, Amending Resolution 15-0307 to Reset the Bid Opening Date for the Sale of Real Property Located at 2150 West College Avenue (APN 010-320-029) (4/5 vote required).

Whereas, pursuant to previous Resolution No. 14-0093, this Board declared that certain 7.46-acre property located at 2150 West College Avenue (Assessor's Parcel Number 010-320-029) (hereinafter the "Property"), as surplus and directed Sonoma County Water Agency staff to notify state and local agencies as to the availability of such surplus property for acquisition; and

Whereas, the Sonoma County Water Agency was unable to reach agreement on the terms and conditions for sale of the Property with any of the notified state and local agencies; and

Whereas, the Sonoma County Water Agency's enabling legislation specifies that property no longer needed may be disposed of in the manner specified for counties; and

Whereas, Government Code Section 25520 et seq. provides the legal process for disposing and selling property by counties; and

Whereas, on June 9, 2015 this Board adopted Resolution No. 15-0231 setting the bid time, date, location and minimum bid price for the Property; and

Whereas, on July 28, 2015, the Board adopted Resolution No. 15-0231 revising the bid time and date and clarifying procedures for the sale of the Property; and

Whereas, pursuant to Resolutions No. 15-0231 and 15-0307, the Sonoma County Water Agency notified the public of the Water Agency's intent to sell the Property and contracted with a local broker to market Property; and

Whereas, the Property has been occupied by individuals protesting local camping ordinances which has caused delay in marketing the Property; and

Whereas, Water Agency staff have recommended a further extension of the bid opening date so as to allow more time to market the Property and provide potential bidders with a better opportunity to inspect the Property prior to submitting a bid; and

Whereas, Water Agency staff have also recommended a change to the purchase agreement to ensure potential bidders that the property will be vacated by the protesters as a condition to closing.

Now, Therefore, Be It Resolved that the Board of Directors of the Sonoma County Water Agency hereby finds, determines, and declares as follows:

1. The above recitals are true and correct.
2. That it remains the intention of this Board to sell for cash said real property pursuant to the provisions of Government Code Section 25520 et seq. In accordance with Government Code, Section 25539, the Board hereby orders: (a) that the date and location of the bid opening shall be extended to December 4, 2015, 10:00 a.m. at the Sonoma County Water Agency's Administrative Offices located at 404 Aviation Boulevard, Santa Rosa, CA 95403, and (b) that the Assistant General Manager is hereby authorized and directed to act on behalf of the Board of Directors to open sealed bids, receive oral bids and submit the successful bid to the Board within 10 days of the December 4, 2015 bid opening for the Board's final acceptance and execution of the Purchase Agreement.
3. That the Property shall be sold in accordance with the terms and conditions of the bid packet on file with the clerk of the Board, which packet includes a revised purchase agreement in accordance with staff's recommendations.
4. All other terms and conditions of Resolution No. 15-0307 shall be in full force and effect.

Directors:

Rabbitt: Aye	Zane: Aye	Gore: Aye	Carrillo: Aye	Gorin: Aye
Ayes: 5	Noes: 0	Absent: 0	Abstain: 0	

So Ordered.



County of Sonoma
State of California

Date: July 28, 2015

Item Number: 52
Resolution Number: 15-0307

4/5 Vote Required

Resolution of the Board of Directors of the Sonoma County Water Agency Amending Resolution 15-0231 to revise the bid opening date and the terms and conditions for the sale of real property located at 2150 West College Avenue (APN 010-320-029) (4/5 vote required).

Whereas, pursuant to previous Resolution No. 14-0093, this Board declared that certain 7.46 acre property located at 2150 West College Avenue (Assessor's Parcel Number 010-320-029) (hereinafter the "Property"), as surplus and directed Sonoma County Water Agency ("Agency") staff to notify state and local agencies as to the availability of such surplus property for acquisition; and

Whereas, the Sonoma County Water Agency was unable to reach agreement on the terms and conditions for sale of the Property with any of the notified state and local agencies; and

Whereas, the Sonoma County Water Agency's enabling legislation specifies that property no longer needed may be disposed of in the manner specified for counties; and

Whereas, Government Code Section 25520 *et seq.* provides the legal process for disposing and selling property by counties; and

Whereas, on June 9, 2015, this Board adopted Resolution No. 15-0231 setting the bid time, date, location, and minimum bid price for the Property; and

Whereas, since June 9, 2015, offers for the purchase of a portion of the Property have been received by the Agency, which offers were considered and rejected by this Board in closed session today; and

Whereas, staff recommend extending the bid opening date to allow for better marketing of the Property and to provide sufficient time for potential purchasers of the Property to investigate its condition and obtain financing, if necessary; and

Whereas, staff recommends supplementing the Board's prior direction regarding the terms and conditions of the sale so as to provide for better notice of conditions which

attach to the sale of the Property, including but not limited to the requirement that if the Property is ever developed for 10 or more residential units, 15% of such units must be made available at affordable housing rates pursuant to Government Code section 54233.

Now, Therefore, Be It Resolved that the Board of Directors of the Sonoma County Water Agency hereby finds, determines, and declares as follows:

1. The above recitals are true and correct.
2. That it remains the intention of this Board to sell for cash said Property pursuant to the provisions of Government Code section 25520 *et seq.* In accordance with Government Code, Section 25539, the Board hereby orders: (a) that the date and location of the bid opening shall be extended to October 27, 2015, 10:00 a.m. at the Sonoma County Water Agency's Administrative Offices located at 404 Aviation Boulevard, Santa Rosa, CA 95403, and (b) that the Assistant General Manager is hereby authorized and directed to act on behalf of the Board of Directors to open sealed bids, receive oral bids and submit the successful bid to the Board within 10 days of the October 27, 2015 bid opening for the Board's final acceptance and execution of the Purchase Agreement, a copy of which is attached hereto as Exhibit "A," (hereinafter the "Purchase Agreement").
3. Water Agency staff are hereby authorized and directed to (1) publish notice of the intended sale once a week for three consecutive weeks in accordance with Government Code section 6063 and (2) post copies of this resolution in three public places in the County of Sonoma, not less than fifteen (15) days prior to the date hereinbefore fixed for reception and opening of written bids.
4. The Property shall be sold "as is," with a reserved flood control maintenance easement over College Creek, and subject to all of the terms and conditions of the Purchase Agreement, which does not allow for any conditions to closing. Bidders shall conduct all due diligence activities prior to submitting a bid.
5. No written bid will be considered unless submitted on the Agency's Official Bid Form, which is available from the Sonoma County Water Agency's Right of Way Services Section, (404 Aviation Boulevard, Santa Rosa CA) (707-547-1921). Each bidder is required to present a deposit by cashier's check or certified check for \$60,000 made out to Fidelity Title Company, Escrow #7051500598, which check is due at the time of the bid opening. Personal checks will not be accepted. The required deposit must be submitted with each written bid in order for such bid to be considered. The remaining amount of the purchase price shall be due in accordance with the terms and conditions of the Purchase Agreement. No oral bids shall be accepted if the proposed bidder has not submitted the required deposit and completed the Bid Form and delivered it to the Assistant General

Manager by October 27, 2015 at 10:00 a.m. Upon completion of all bidding and acceptance of the highest bid by this Board, the Assistant General Manager will return the deposits to all parties except the high bidder, whose deposit will be retained, becomes non-refundable, and will be credited to the purchase price of the Property.

6. The minimum bid price shall be \$6,100,000. The Board reserves the right to consider all bids tendered.

7. The sale procedure shall be as follows:

- a. Written Bids. All of the written bids received will be opened, examined, and declared acceptable or not by the Assistant General Manager. Of the bids submitted which conform to all of the terms and conditions herein stated, and which are made by responsible bidders, the bid which is the highest shall be accepted, unless a higher oral bid is accepted or the Board rejects all written proposals and oral bids. If no acceptable written bid is received, the property will be withdrawn from sale.
- b. Oral Bids. If the Assistant General Manager is in receipt of one or more acceptable written bids, the Assistant General Manager will call for oral bids immediately following the opening examination, and declaration of acceptability of the written bids. If, upon the call for oral bids, any responsible person who has made the required deposit and completed the Bid Form as set forth above can offer to purchase the Property upon the terms and conditions herein stated, for a price exceeding the highest written proposal made by a responsible bidder by at least five percent (5%). After an initial oral bid is made, oral bidding may proceed in increments set by the Assistant General Manager until the highest oral bid is finally made and accepted.
- c. Duplicate High Proposals: In the event that two or more written bids are received which are equal in amount, and no oral bids are made, the bid accepted shall be that of the proposer whose name is drawn by lot immediately after the call for oral bids.
- d. Rejection of Written Proposals and/or Oral Bids. The Board, at its discretion, may reject any and all written bids and/or oral bids and withdraw the Property from sale. If the sale is canceled, all deposits will be refunded without payment of interest.

7. In accordance with Government Code, Section 25527, a commission not to exceed 1.5% of the final accepted bid price may be paid to a licensed real estate broker

provided the name of the licensed real estate broker is included with the sealed bid or stated in the oral bid along with the rate of his or her commission. Any such commission shall be paid only out of money received by Agency from the sale of the Property.

Directors:

Rabbitt: Aye	Zane: Aye	Gore: Aye	Carrillo: Aye	Gorin: Aye
Ayes: 5	Noes: 0	Absent: 0	Abstain: 0	

So Ordered.

BID TO PURCHASE REAL PROPERTY

LOCATED IN THE CITY OF SANTA ROSA, COUNTY OF SONOMA

January 26, 2016, 10:00 a.m.

APN 010-320-029

Date of Submittal _____

Pursuant to Resolution of the Sonoma County Water Agency Board of Directors No. 15-0307, as modified by Resolution Nos. 15-0423 and 15-0469, the undersigned bidder hereby offers to purchase the real property in the City of Santa Rosa, County of Sonoma as more particularly described in Exhibit A, attached hereto, said property consisting of approximately 7.46 acres located at 2150 West College Avenue (Assessor's Parcel Number 010-320-029) (hereinafter the "Property"). The total amount hereby offered for the purchase of said Property is the minimum sum of

_____ Dollars (\$_____)
[write out full amount]

to be paid as follows:

1. This bid is accompanied by a \$60,000 deposit by cashier's check or certified check made out to Fidelity National Title Company, Escrow #7051500598. The undersigned understands and agrees that, upon completion of all bidding and acceptance of the highest bid by the Agency's Board of Directors, the Assistant General Manager will return the deposits to all bidders except the high bidder, whose deposit will be retained, becomes non-refundable, and will be credited to the purchase price of the Property.

2. The balance of the purchase price shall be paid in cash, cashier's check or a certified check made out to the Sonoma County Water Agency and shall be due in accordance with the terms and conditions of the Purchase and Sale Agreement, attached to the Water Agency's December 2015 Bid Forms as Exhibit F.

3. This bid is for the purchase of the real property described in Exhibit A, attached hereto, which purchase shall be in accordance with the terms and conditions set forth below and is an irrevocable offer as of 10:00 A.M. on January 26, 2016 until such time as the Agency's Board of Directors either accepts a bid or rejects all bids, or upon the expiration of forty-five (45) days after the date of bid opening, whichever occurs first.

TERMS

A. The undersigned Bidder proposes and agrees, if this Bid is accepted, to enter into the Purchase and Sale Agreement with the Sonoma County Water Agency in the form attached as Exhibit F to the Water Agency's December 2015 Bid Forms and to comply with all terms therein.

B. Conveyance of title shall be by Grant Deed to the successful bidder pursuant to all and only the terms and conditions of the Purchase and Sale Agreement, attached as Exhibit F to the Water Agency's 2015 Bid Forms

C. The assistance of licensed real estate brokers in procuring and submitting bids on behalf of prospective purchasers is hereby invited. In the event any such licensed real estate broker is found to be the procuring cause of the accepted successful bid, and the successful bidder meets all of the terms of the sale and consummates the purchase as provided herein; then, in that event, the procuring broker or brokers shall then be entitled to receive a commission amounting to one point five percent (1.5%) of the successful bid amount. Should multiple brokers represent a successful buyer, it shall be the responsibility of said brokers to divide the 1.5% commission. It shall be expressly understood that in order for any such broker to qualify for entitlement to a commission, as provided herein, such broker must possess a valid California Real Estate Broker's License, and such broker's participation as the submitting broker must be validated in writing by the bidder in spaces provided in these bid forms. In addition, a "Broker Certification" form, obtainable from the Sonoma County Water Agency's Right of Way Services Section, (404 Aviation Boulevard, Santa Rosa CA) (707-547-1921), must be completed and attached to the bid form at the time of submission.

A licensed real estate broker shall not be entitled to a commission under the following circumstances:

(1) When he or she submits a bid on his own behalf or on behalf of a sub-agent, wherein either is a prospective holder or purchaser of the real property or any interest therein.

(2) When he or she submits a bid on behalf of any person related to either himself or a sub-agent by blood or marriage.

(3) When he or she submits a bid on behalf of any entity in which either he or a sub-agent holds or contemplates holding an ownership interest.

(4) When he or she submits a bid on behalf of any other person with whom either he or she or a sub-agent maintains a special relationship.

(5) When he or she submits a bid in any other instance where there is a reasonable probability that either he or she or a sub-agent could indirectly acquire an interest in the real property.

D. Any bidder who has not used a licensed real estate broker shall complete and submit with this bid an Indemnification for Broker's Commission, the form for which is obtainable from the Sonoma County Water Agency's Right of Way Services Section, (404 Aviation Boulevard, Santa Rosa CA) (707-547-1921).

E. The right to reject all bids, both written and oral, and to withdraw from sale is reserved.

F. The undersigned represents and warrants he or she is duly authorized to bind the Bidder. If Bidder is a corporation, Bidder shall deliver to Water Agency a certified copy of a resolution of Bidder's

board of directors authorizing execution of this bid and naming the officers that are authorized to execute the Purchase Agreement on behalf of the corporation.

Dated: _____

By: _____
(Bidder's Signature)

Name: _____

On behalf of: _____
(Insert Name of Bidder)

Its: _____
(Insert Title; e.g. President)

Address: _____

EXHIBIT "A" BID TO PURCHASE REAL PROPERTY

Parcel One:

Being the lands of the Sonoma County Water Agency described in that certain Grant Deed recorded on August 13, 1981, as Document Number 1981-046206 of Official Records of the County of Sonoma, California in Section 21, T7N, R8W, MDB&M and being more particularly described as follows:

Commencing at a city monument found at the intersection of the centerlines of West College Avenue and Stony Point Road, said monument bears N 57° 29' 02" W, 25.44 feet from City of Santa Rosa Control Monument G-138, as shown on that Record of Survey of Stony Point Road and recorded in Book 146 of Maps at Page 46, Sonoma County Records; thence from said point of commencement and along the centerline of West College Avenue N 89° 23' 26" W, 474.72 feet to a point, from which point a 2-inch iron pipe on the centerline of West College Avenue, and at the northwest corner of the above-mentioned Section 21, bears N 89° 23' 26" W, 2116.40 feet, and shown on that subdivision map recorded in Book 252 of Maps at Page 27, Sonoma County Records; thence S 0° 16' 05" E, 61.007 feet to the true point of beginning of the parcel to be herein described; thence S 0° 16' 05" E, 56.29 feet; thence on a tangent curve to the right with a radius of 59.60 feet, through an angle of 80° 59' 43", for a distance of 84.25 feet; thence S 80° 43' 38" W, 132.11 feet; thence S 32° 18' 58" W, 449.83 feet; thence on a tangent curve to the right with a radius of 57.47 feet; through an angle of 58° 16' 31", for a distance of 58.45 feet; thence N 89° 24' 30" W, 226.85 feet to the easterly line of the lands of the State of California, as recorded in Book 1249 at Page 307, Sonoma County Records; thence along said easterly line N 0° 00' 37" E, 552.04 feet to a point that bears S 0° 00' 37" W, 57.606 feet from the centerline of West College Avenue; thence curving to the left from a tangent which bears S 84° 45' 53" E, through an arc of 04° 37' 33" for a distance of 84.21 feet to the end of the curve; thence S 89° 23' 26" E, 612.46 feet to the point of beginning.

Containing 5.79 acres of land, more or less, and being a portion of Assessor's Parcel Number 010-320-029.

The Basis of Bearings for the above description is the City of Santa Rosa Horizontal Control Datum.

Parcel Two:

Being the lands of the Sonoma County Water Agency described in that certain Quitclaim Deed recorded on June 20, 1985, as Document Number 1985-039354 of Official Records of the County of Sonoma, California in Section 21, T7N, R8W, MDB&M, and being more particularly described as follows:

Commencing at a city monument found at the intersection of the centerlines of West College Avenue and Stony Point Road, said monument bears N 57° 29' 02" W, 25.44 feet from City of Santa Rosa Control Monument G-138, as shown on that Record of Survey of Stony Point Road and recorded in Book 146 of Maps at Page 46, Sonoma County Records; thence from said point of commencement and along the centerline of West College Avenue N 89° 23' 26" W, 474.72 feet to a point, from which point a 2-inch iron pipe on the centerline of West College Avenue, and at the northwest corner of the abovementioned Section 21 bears N 89° 23' 26" W, 2116.40 feet, and shown on that subdivision map recorded in Book 252 of Maps at Page 27, Sonoma County Records; thence S 0° 16' 05" E, 61.01 feet to the true point of beginning of the parcel to be herein described; thence S 0° 16' 05" E, 56.29 feet; thence on a tangent curve to the right with a radius of 59.60 feet, through an angle of 80° 59' 50", for a distance of 84.25 feet; thence S 80° 43' 38" W, 132.11 feet; thence S 32° 18' 58" W, 449.83 feet; thence on a tangent curve to the right with a radius of 57.47 feet; through an angle of 58° 16' 23", for a distance of 58.45 feet; thence N 89° 24' 30" W, 226.85 feet to the easterly line of the lands of the State of California, as recorded in Book 1249 at Page 307, Sonoma County Records; thence S 0° 00' 37" W, 62.01 feet; thence S 89° 24' 30" E, 298.68 feet; thence N 32° 18' 58" E, 450.22 feet to a point on a curve to the right having a radius of 73.40 feet through an angle of 48° 24' 14", a distance of 62.01 feet; thence N 80° 43' 38" E, 177.16 feet; thence N 0° 16' 25" W, 163.38 feet; thence N 89° 23' 26" W, 67.00 feet to the true point of beginning.

Containing 1.67 acres of land, more or less, and being a portion of Assessor's Parcel Number 010-320-029.

The Basis of Bearings for the above description is the City of Santa Rosa Horizontal Control Datum.

**REAL PROPERTY
PURCHASE & SALE AGREEMENT**

This Agreement is dated as of _____, 2015 ("Effective Date"), by and between the **Sonoma County Water Agency**, a body corporate and politic, organized and existing under and by virtue of the laws of the State of California, (the "Seller"), and _____, _____, successful bidder (the "Buyer").

RECITALS

WHEREAS, Seller owns and is offering for sale, subject to an easement reservation as more particularly described herein, the real property located at 2150 West College Avenue, Santa Rosa, and identified by the Sonoma County Assessor's Office as Assessor's Parcel Numbers 010-320-029 and more completely described as follows:

That certain real property conveyed to the Sonoma County Water Agency by that certain Grant Deed recorded August 13, 1981, as Document Number 1981-046206 of Official Records of County of Sonoma and by that certain Quitclaim Deed recorded June 20, 1985, as Document Number 1985-039354 of Official Records of County of Sonoma; and

WHEREAS, Buyer desires to purchase the Seller's property for its use, benefit and enjoyment; and

WHEREAS, the parties are entering into this Agreement to set forth the terms and conditions of the sale to Buyer; and

NOW, THEREFORE, IN CONSIDERATION of the respective agreements hereinafter set forth, Seller and Buyer agree as follows:

AGREEMENT

1. Property Included in Sale. Subject to the easement reservation in favor of Seller described in Paragraph 1(d), and to the terms and conditions set forth herein, Seller hereby agrees to sell and convey to Buyer, and Buyer hereby agrees to purchase from Seller the following:

(a) that certain real property identified by the Sonoma County Assessor's Office as Assessor's Parcel Number 010-320-029 and more particularly described in Exhibit "A" attached hereto (hereinafter referred to as the "Real Property"); and

(b) all rights, privileges and easements appurtenant to the Real Property, including, without limitation, all minerals, oil, gas and other hydrocarbon substances on and under the Real Property, as well as all development rights, air rights, water, water rights and water stock relating to the Real Property and any other easements, rights-of-way or

appurtenances used in connection with the beneficial use and enjoyment of the Real Property (all of which are collectively referred to as the "Appurtenances"); and

(c) all of the items referred in Paragraph 1 subsections (a) and (b) above are hereinafter collectively referred to as the "Property"; and

(d) Seller reserves an easement along the easterly portion of the Property for purposes and uses related to construction, maintenance, and operation of College Creek in, along and through all that real property being in the City of Santa Rosa, State of California, described as follows:

Being the lands of the Sonoma County Water Agency as described in that certain Quitclaim Deed recorded on June 20, 1985, under Document No. 1985-039354, Official Records of Sonoma County

Containing 1.67 acres of land, more or less, and being a portion of Assessor's Parcel Number 010-320-029.

2. Purchase Price for the Property.

(a) The purchase price of the Property is _____ Million _____ Thousand Dollars (\$X,XXX,XXX.00) (the "Purchase Price").

(b) The Purchase Price shall be paid as follows:

- (i) At acceptance of bid, the Buyer shall have provided a nonrefundable deposit (hereafter referred to as the "Deposit") in the amount of Sixty Thousand Dollars (\$60,000) to escrow (See Closing and Escrow below). In the event the sale of the Property as contemplated hereunder is consummated, the Deposit shall be credited against the purchase price of the Property. In the event the sale of the Property is not consummated because of a default under this Agreement solely on the part of Seller, the Deposit shall be returned to Buyer. If said sale is not consummated for any other reason, including without limitation, a default by Buyer hereunder, then the Deposit shall be paid to and retained by Seller as liquidated damages. The parties have agreed that Seller's actual damages, in the event of such a default by Buyer, would be extremely difficult or impracticable to determine. Therefore, by placing their initials below, the parties acknowledge that the Deposit has been agreed upon after negotiation, as the parties' reasonable estimate of Seller's damages.

Seller _____ Buyer _____

- (ii) The balance of the Purchase Price (\$X,XXX,XXX) _____) shall be deposited into Escrow with the Title Company by cash, cashiers check, bank certified check, or wire transfer no later than 10:00 a.m. on the business day before the Closing Date (as defined below) and shall be paid to Seller in cash at the closing of the sale contemplated hereunder (the "Closing"). Buyer shall deposit the balance of the Purchase Price with Fidelity National Title Company ("Title

Company”) into Escrow #7051500598 at Title Company’s office located at 1309 College Avenue, Suite 100, Santa Rosa, CA 95404.

- (iii) The Closing Date shall be Thirty (30) days after the effective date of this Agreement and shall be considered under the terms herein as the “Closing”. Upon mutual agreement of the parties in writing, the Closing Date may be changed to an earlier date or may be extended for a reasonable period of time. The General Manager of the Sonoma County Water Agency may act on behalf of the Seller in agreeing to a change in the Closing Date pursuant to this paragraph, or pursuant to Paragraph 4.

3. Title to the Property.

3.1 Conditions of Title. At the Closing, Seller shall convey the Property to Buyer by a good and sufficient Grant Deed, substantially in the form attached hereto as Exhibit A, subject to no exceptions other than:

- (i) Any exceptions disclosed by a preliminary title report and any other exceptions to title, which would be disclosed by an inspection and/or survey of the Property.
- (ii) The Notice of Affordable Housing Requirement per Government Code Section 54233, attached hereto as Exhibit “B.”
- (iii) All the foregoing exceptions shall be referred to collectively as the “Conditions of Title”

3.2 Evidence of Title. Delivery of title in accordance with the foregoing shall be evidenced by the willingness of the Title Company to issue, at Closing, its standard Owner’s California Land Title Association Policy of Title Insurance in the amount of the Purchase Price showing title to the Property vested in Buyer, subject to the Conditions of Title (the “Title Policy”).

4. Buyer's Examination.

4.1 Buyer's Independent Investigation.

(a) Buyer acknowledges that it has been given a full opportunity to inspect and investigate each and every aspect of the Property, either independently or through agents of Buyer's choosing, including, without limitation:

(i) All matters relating to title, together with all governmental and other legal requirements such as taxes, assessments, zoning, use permit requirements and building codes.

(ii) The physical condition of the Property, including, without limitation, the presence or absence of Hazardous Materials (as defined below), and all other physical and functional aspects of the Easement Areas. For the purposes hereof, “Hazardous Materials” shall mean any substance, chemical, waste or other material which is listed, defined or otherwise identified as “hazardous” or “toxic” under any federal, state, local or administrative

agency ordinance or law or any material that because of its quantity, concentration, or physical or chemical characteristics, poses a significant, present or potential hazard to human health or safety or to the environment if released into the environment, or any regulation, order, rule or requirement adopted hereunder, as well as any formaldehyde, urea, polychlorinated biphenyls, petroleum, petroleum product or by-product, crude oil, natural gas, natural gas liquids, liquefied natural gas, or synthetic gas usable for fuel or mixture thereof, radon, asbestos, and “source,” “special nuclear” and “by-product” material as defined in the Atomic Energy Act of 1985, 42 U.S.C. §§ 3011 et seq.

(iii) Any easements and/or access rights affecting the Property.

(iv) All other matters of material significance affecting the Property.

(b) BUYER SPECIFICALLY ACKNOWLEDGES THAT SELLER IS SELLING AND BUYER IS PURCHASING THE PROPERTY ON AN “AS IS WITH ALL FAULTS” BASIS AND THAT BUYER IS NOT RELYING ON ANY REPRESENTATIONS OR WARRANTIES OF ANY KIND WHATSOEVER, EXPRESS OR IMPLIED, FROM SELLER, ITS AGENTS, OR BROKERS AS TO ANY MATTERS CONCERNING THE PROPERTY, INCLUDING WITHOUT LIMITATION:

(i) The quality, nature, adequacy and physical condition of the Property.

(ii) The quality, nature, adequacy, and physical condition of soils, geology and any groundwater.

(iii) The existence, quality, nature, adequacy and physical condition of utilities serving the Property.

(iv) The development potential of the Property, and the Property’s use, habitability, merchantability, or fitness, suitability, value or adequacy of the Property for any particular purpose.

(v) The zoning or other legal status of the Property or any other public or private restrictions on use of the Property.

(vi) The compliance of the Property or its operation with any applicable codes, laws, regulations, statutes, ordinances, covenants, conditions and restrictions of any governmental or quasi-governmental entity or of any other person or entity.

(vii) The presence of Hazardous Materials on, under or about the Property or the adjoining or neighboring property.

(viii) The quality of any labor and materials used in any improvements on the Property.

(ix) The condition of title to the Property.

(x) The leases, service contracts, or other agreements affecting the Property.

(xi) The economics of the operation of the Property to be conveyed.

4.2 Release.

(a) Without limiting the above, Buyer waives its right to recover from Seller and from Seller's officers, employees and agents, and forever releases and discharges Seller from any and all damages, claims, losses, liabilities, penalties, fines, liens, judgments, costs or expenses whatsoever (including, without limitation, attorneys' fees and costs), whether direct or indirect, known or unknown, foreseen or unforeseen, that may arise on account of or in any way be connected with the physical condition of the Water Agency property, or any portion thereof, or any law or regulation applicable thereto, including, without limitation, any federal, state, local or administrative agency ordinance, law, rule, regulation, order or requirement relating to environmental conditions or Hazardous Materials.

(b) In connection with Paragraph 4.2(a) above, Buyer expressly waives the benefits of Section 1542 of the California Civil Code, which provides as follows:

“A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR DOES NOT KNOW OR EXPECT TO EXIST IN HIS FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH IF KNOWN TO HIM MUST HAVE MATERIALLY AFFECTED THE SETTLEMENT WITH THE DEBTOR.”

5. Closing and Escrow.

(a) It shall be the obligation of the Seller to open an Escrow for the purposes of this Agreement, and to pay all fees required for the opening. The Buyer shall pay all fees, taxes, and escrow fees required for the closing thereof.

(b) Upon execution of this Agreement, the parties hereto shall deposit an executed counterpart of this Agreement with Title Company and this instrument shall serve as the instructions to Title Company as the escrow holder for consummation of the purchase and sale contemplated hereby. Seller and Buyer agree to execute such additional and supplementary escrow instructions as may be appropriate to enable the escrow holder to comply with the terms of this Agreement; provided, however, that in the event of any conflict between the provisions of this Agreement and any supplemental escrow instructions, the terms of this Agreement shall control.

(c) The Closing shall be held at the offices of the Title Company thirty (30) days from the Effective Date of this Agreement (the “Closing Date”). Such date may not be extended without the prior written approval of both Seller and Buyer, except as otherwise expressly provided in this Agreement.

(d) At or before the Closing, Seller shall deposit into escrow the following:

(i) A duly executed and acknowledged Grant Deed conveying rights to the Property to Buyer, subject to the Conditions of Title; and

(e) Before Closing, Buyer shall deposit into escrow the following items:

(i) Funds necessary to close this transaction, in accordance with Paragraph 3 above.

(f) As a condition to Closing, the Property will be vacated by any and all occupants. The foregoing condition is intended solely for the benefit of Buyer. If this condition is not satisfied, Buyer shall have the right either to waive the condition and proceed with the purchase or, in the alternative, request an extension of the Closing Date until such time as the

condition is satisfied. The Closing Date may be extended a reasonable period of time if required to allow said condition to be satisfied. If, upon the expiration of 90 days after the original Closing Date, this condition remains unsatisfied, Buyer may terminate this Agreement and obtain a refund of the Deposit and neither party shall have any further rights or obligations under this Agreement.

(g) Seller and Buyer shall each deposit such other instruments as are reasonably required by the escrow holder or otherwise required to close the escrow and consummate the purchase of the Property in accordance with the terms hereof.

6. Representations and Warranties of Buyer. Buyer hereby represents and warrants to Seller as follows:

(a) Buyer is a corporation duly organized and validly existing and in good standing under the laws of the State of California; and

(b) This Agreement and all documents executed by Buyer which are to be delivered to Seller at the Closing are or at the time of Closing:

(i) will be duly authorized, executed, and delivered by Buyer;

(ii) will be legal, valid, and binding obligations of Buyer; and

(iii) will not violate any provisions of any agreement or judicial order to which Buyer is a party or to which Buyer is subject.

7. Representations and Warranties of Seller. Seller hereby represents and warrants to Buyer as follows:

(a) Seller is a body corporate and politic, organized and existing under and by virtue of the laws of the State of California; and

(b) This Agreement and all documents executed by Seller which are to be delivered to Buyer at the Closing are or at the time of Closing:

(i) will be duly authorized, executed, and delivered by Seller;

(ii) will be legal, valid, and binding obligations of Seller; and

(iii) will not violate any provisions of any agreement or judicial order to which Seller is a party or to which it is subject.

8. Indemnification. Each party hereby agrees to indemnify the other party and hold it harmless from and against any and all claims, demands, liabilities, costs, expenses, penalties, damages and losses, including, without limitation, reasonable attorneys' fees, resulting from any misrepresentations or breach of warranty or breach of covenant made by such party in this Agreement or in any document, certificate, or exhibit given or delivered to the other pursuant to or in connection with this Agreement. The indemnification provisions of this Paragraph 8 shall survive beyond the delivery and recordation of the Grant Deed, or, if title is not transferred pursuant to this Agreement, beyond any termination of this Agreement.

9. Miscellaneous.

9.1 Notices. Any notice required or permitted to be given under this Agreement shall be in writing and shall be deemed to have been given when deposited in the United States mail, registered or certified mail, postage prepaid, return receipt requested, and addressed as follows:

Buyer: <Insert Buyer Name>
<Insert Mailing Address>
<City>, <State> <Zip>

Seller: Sonoma County Water Agency
404 Aviation Boulevard
Santa Rosa, CA 95403

or such other address as either party may from time to time specify in writing to the other.

9.2 Successors and Assigns. This Agreement shall be binding upon, and inure to the benefit of, the parties hereto and their respective successors, heirs, administrators and assigns.

9.3 Amendments. Except as otherwise provided herein, this Agreement may be amended or modified only by a written instrument executed by Seller and Buyer.

9.4 Applicable Law and Forum. This Agreement shall be governed by and construed in accordance with the laws of the State of California and any action to enforce the terms of this Agreement or for the breach thereof shall be brought and tried in the County of Sonoma.

9.5 Merger of Prior Agreements. This Agreement and the exhibits hereto constitute the entire agreement between the parties with respect to the purchase and sale of the Easements and supersedes all prior agreements and understandings between the parties hereto relating to the subject matter hereof.

9.6 Time of the Essence. Time is of the essence of this Agreement.

9.7 Headings. The headings used herein are for the purposes of convenience only and should not be used in construing the provisions hereof.

9.8 Partial Invalidity. If any term, covenant or condition of this Agreement or its application to any person or circumstances is held to be invalid or unenforceable, the remainder of this Agreement or the application of such term or provisions to other persons or circumstances will not be affected.

9.9 No Waiver. No consent or waiver by either party to or of any breach or any representation, covenant or warranty will be construed as a consent to or waiver of any other breach of the same or any other representation, covenant, or warranty.

9.10 Interpretation. The parties hereby acknowledge that they have each contributed to the making of this Agreement and that, in the event of a dispute over the interpretation of this Agreement, the language of the Agreement will not be construed against one party in favor of the other. The parties hereby acknowledge that they have each had an opportunity to consult with legal and other professional counsel in the negotiation and preparation of this Agreement.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date first above written.

Buyer: **<Insert Name of Buyer>**

By: _____
<Insert Name & Capacity of Buyer>

Seller: **Sonoma County Water Agency**

By: _____
Chair, Board of Directors

ATTEST:

By: _____
Clerk, Board of Directors

APPROVED AS TO FORM:

By: _____
Deputy County Counsel

APPROVED AS TO SUBSTANCE:

By: _____
General Manager

EXHIBIT A TO PURCHASE AGREEMENT

**RECORDING REQUESTED BY AND
WHEN RECORDED RETURN TO:**

<Insert Name of Grantee>

<Address>

<City>, <ST> <Zip>

GRANT DEED

FOR VALUABLE CONSIDERATION, the receipt and sufficiency of which is hereby acknowledged, The Sonoma County Water Agency, a body corporate and politic, organized and existing under and by virtue of the laws of the State of California (hereinafter referred to as the “Grantor”) does hereby grant to <Insert Vesting Name of Successful Bidder> (hereinafter referred to as the “Grantee”), all right, title and interest in and to all that real property, described as follows:

Parcel One:

Being the lands of the Sonoma County Water Agency described in that certain Grant Deed recorded on August 13, 1981, as Document Number 1981-046206 of Official Records of the County of Sonoma, California in Section 21, T7N, R8W, MDB&M and being more particularly described as follows:

Commencing at a city monument found at the intersection of the centerlines of West College Avenue and Stony Point Road, said monument bears N 57° 29’ 02” W, 25.44 feet from City of Santa Rosa Control Monument G-138, as shown on that Record of Survey of Stony Point Road and recorded in Book 146 of Maps at Page 46, Sonoma County Records; thence from said point of commencement and along the centerline of West College Avenue N 89° 23’ 26” W, 474.72 feet to a point, from which point a 2-inch iron pipe on the centerline of West College Avenue, and at the northwest corner of the above-mentioned Section 21, bears N 89° 23’ 26” W, 2116.40 feet, and shown on that subdivision map recorded in Book 252 of Maps at Page 27, Sonoma County Records; thence S 0° 16’ 05” E, 61.007 feet to the true point of beginning of the parcel to be herein described; thence S 0° 16’ 05” E, 56.29 feet; thence on a tangent curve to the right with a radius of 59.60 feet, through an angle of 80° 59’ 43”, for a distance of 84.25 feet; thence S 80° 43’ 38” W, 132.11 feet; thence S 32° 18’ 58” W, 449.83 feet; thence on a tangent curve to the right with a radius of 57.47 feet; through an angle of 58° 16’ 31”, for a distance of 58.45 feet; thence N 89° 24’ 30” W, 226.85 feet to the easterly line of the lands of the State of California, as recorded in Book 1249 at Page 307, Sonoma County Records; thence along said easterly line N 0° 00’ 37” E, 552.04 feet to a point that bears S 0° 00’ 37” W, 57.606 feet from the centerline of West College Avenue; thence curving to the left from a tangent which bears S 84° 45’ 53” E, through an arc of 04° 37’ 33” for a distance of 84.21 feet to the end of the curve; thence S 89° 23’ 26” E, 612.46 feet to the point of beginning.

Containing 5.79 acres of land, more or less, and being a portion of Assessor's Parcel Number 010-320-029.

The Basis of Bearings for the above description is the City of Santa Rosa Horizontal Control Datum.

Parcel Two:

Being the lands of the Sonoma County Water Agency described in that certain Quitclaim Deed recorded on June 20, 1985, as Document Number 1985-039354 of Official Records of the County of Sonoma, California in Section 21, T7N, R8W, MDB&M, and being more particularly described as follows:

Commencing at a city monument found at the intersection of the centerlines of West College Avenue and Stony Point Road, said monument bears N 57° 29' 02" W, 25.44 feet from City of Santa Rosa Control Monument G-138, as shown on that Record of Survey of Stony Point Road and recorded in Book 146 of Maps at Page 46, Sonoma County Records; thence from said point of commencement and along the centerline of West College Avenue N 89° 23' 26" W, 474.72 feet to a point, from which point a 2-inch iron pipe on the centerline of West College Avenue, and at the northwest corner of the abovementioned Section 21 bears N 89° 23' 26" W, 2116.40 feet, and shown on that subdivision map recorded in Book 252 of Maps at Page 27, Sonoma County Records; thence S 0° 16' 05" E, 61.01 feet to the true point of beginning of the parcel to be herein described; thence S 0° 16' 05" E, 56.29 feet; thence on a tangent curve to the right with a radius of 59.60 feet, through an angle of 80° 59' 50", for a distance of 84.25 feet; thence S 80° 43' 38" W, 132.11 feet; thence S 32° 18' 58" W, 449.83 feet; thence on a tangent curve to the right with a radius of 57.47 feet; through an angle of 58° 16' 23", for a distance of 58.45 feet; thence N 89° 24' 30" W, 226.85 feet to the easterly line of the lands of the State of California, as recorded in Book 1249 at Page 307, Sonoma County Records; thence S 0° 00' 37" W, 62.01 feet; thence S 89° 24' 30" E, 298.68 feet; thence N 32° 18' 58" E, 450.22 feet to a point on a curve to the right having a radius of 73.40 feet through an angle of 48° 24' 14", a distance of 62.01 feet; thence N 80° 43' 38" E, 177.16 feet; thence N 0° 16' 25" W, 163.38 feet; thence N 89° 23' 26" W, 67.00 feet to the true point of beginning.

Containing 1.67 acres of land, more or less, and being a portion of Assessor's Parcel Number 010-320-029.

The Basis of Bearings for the above description is the City of Santa Rosa Horizontal Control Datum.

Excepting therefrom, and reserving unto the Grantor, its successors and assigns, an easement over Parcel Two for the purposes of construction, maintenance, and operation of College Creek over the channel and banks of College Creek, situate, lying and being on or within that said real property together with the right for Grantor, its contractors and assigns to bring equipment thereon for the purpose of maintaining an open and natural channel, as determined necessary by Grantor, in its sole discretion, together with the right of ingress to and egress from said easement area over and across the herein described Parcel One over a route or routes mutually agreeable to Grantee and Grantor with the right of entry and possession thereof.

IN WITNESS WHEREOF, this instrument is hereby executed on behalf of the Sonoma County Water Agency this _____ day of _____, 20__, pursuant to authority granted by the Board of Directors for the Sonoma County Water Agency, by Resolution No. _____ dated _____, 20__:

By: _____
Susan Gorin
Chair of the Board

Date: _____

Reviewed as to Substance:

By: _____
General Manager

Date: _____

Approved as to Form:

By: _____
Deputy County Counsel

Date: _____

EXHIBIT B TO PURCHASE AGREEMENT

**RECORDING REQUESTED BY AND
WHEN RECORDED RETURN TO:**

<Insert Name of Grantee>

<Address>

<City>, <ST> <Zip>

**NOTICE OF AFFORDABLE HOUSING REQUIREMENT
PER GOVERNMENT CODE SECTION 54233**

NOTICE IS HEREBY GIVEN THAT:

By resolution of its governing board on March 18, 2014, the real property described in Exhibit "A" (hereinafter the "Property") was declared surplus by the Sonoma County Water Agency ("Water Agency"), a body corporate and politic, organized and existing under and by virtue of the laws of the State of California. The Water Agency was unable to agree to price and terms for the sale of the Property with entities to which notice and an opportunity to purchase were given pursuant to the procedures specified by Government Code section 54220 *et seq.* As such, the Property is now subject to the requirements set forth in Government Code section 54233, which provides as follows:

"If the local agency does not agree to price and terms with an entity to which notice and an opportunity to purchase or lease are given pursuant to this article and disposes of the surplus land to an entity that uses the property for the development of 10 or more residential units, the entity or a successor-in-interest shall provide not less than 15 percent of the total number of units developed on the parcels at affordable housing cost, as defined in Section 50052.5 of the Health and Safety Code, or affordable rent, as defined in Section 50053 of the Health and Safety Code, to lower income households, as defined in Section 50079.5 of the Health and Safety Code. Rental units shall remain affordable to, and occupied by, lower income households for a period of at least 55 years. The initial occupants of all ownership units shall be lower income households, and the units shall be subject to an equity sharing agreement consistent with the provisions of paragraph (2) of subdivision (c) of Section 65915. These requirements shall be contained in a covenant or restriction recorded against the surplus land prior to land use entitlement of the project, and the covenant or restriction shall run with the land and shall be enforceable, against any owner who violates a covenant or restriction and each successor in interest who continues the violation, by any of the entities described in subdivisions (a) to (f), inclusive, of Section 54222.5."

BROKER CERTIFICATION

(Attach to Bid if Broker Was Used)

I hereby certify that I am a licensed real estate broker holding an active license in the State of California and that my license, No. _____, is currently valid and will not expire until _____. Further, I certify that the accompanying bid has been submitted by me on behalf of: _____, the bidder(s) executing the same and that neither I nor any sub-agent participating in the submission of this bid under my license is a direct or indirect prospective purchaser or interest holder or has a family or special relationship with the bidder(s), all as defined in Subparagraphs C (1), (2), (3), (4) and (5) of the Bid to Purchase Real Property to which this certification is attached.

Dated: _____

By: _____
(Broker's Signature)

Name: _____

Address: _____

INDEMNIFICATION OF LIABILITY
FOR BROKER'S COMMISSION

(Attach to Bid if No Broker was Used)

TO THE SONOMA COUNTY WATER AGENCY:

The undersigned Bidder hereby confirms that a Real Estate Broker has not participated in securing this bid.

If, at any time a claim for commission due is requested, I agree it shall be my responsibility and I hereby agree to defend and indemnify the Sonoma County Water Agency, and its officers, employees, and agents, from and against any and all claims arising out of any alleged right to commission by a Real Estate Broker.

Dated: _____

By: _____
(Bidder's Signature)

Name: _____

On behalf of: _____
(Insert Name of Bidder)

Its: _____
(Insert Title; e.g. President)

Address: _____
