

## **Bid Submittal Instructions**

### **1. Bid Submittal**

Bid Submittals must be clearly marked on the outside of a sealed envelope: "BID FOR PURCHASE OF COUNTY OWNED REAL PROPERTY – 228 Broadway Street, Vallejo, CA 94590" and contain a complete and properly executed 1) Bid Form, 2) Purchase and Sale Agreement; and 3) Bid Guarantee. Failure to provide or complete any portion of the above documents per these Bid Submittal Instructions will be a basis for rejection of the bid. Bids may only be modified in writing prior to 4:00 p.m. on Tuesday, May 22, 2012.

### **2. Bid Form**

Bids shall be made on the Bid Form provided in the Bid Package. If the bid is made by an individual, it shall be signed and notarized with the full name and address of the bidder. If the bid is made by a joint venture or partnership, it shall be signed and notarized with the full name and address of each member thereof. If the bid is made by a corporation, it shall be signed by the president and secretary in the corporate name with the corporate seal affixed thereto. No bid will be considered unless it complies with the indicated signature requirements.

### **3. Purchase and Sale Agreement**

The Purchase and Sale Agreement, approved as to form by County Counsel and included in the Bid Package, must be complete, include the notarized signature(s) of the bidder(s), and be attached to the Bid Form.

### **4. Bid Guarantee**

Each written and oral bid shall include a cashier's check made payable to the County of Solano in an amount equal to ten percent (10%) of the bid amount. Bid payments included with declined bids will be returned to the unsuccessful bidders within ten (10) business days after acceptance of the highest bid or rejection of all bids by the Board of Supervisors. The Bid Guarantee will become non-refundable upon the waiver of all contingencies in accordance with the terms and conditions of the Purchase and Sale Agreement. The balance of the successful bid amount shall be delivered to the Escrow Holder by bidder no less than three (3) days prior to the Close of Escrow date.

### **5. Bid Withdrawal**

Any bid may be withdrawn, in writing, at any time prior to the time and date fixed for the opening of bids. 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 opening of bids. Bids may not be withdrawn after the time of the opening.

**6. Bid Award and Rejection**

The sale of the County owned real property will be awarded to the "Highest Bidder", including any oral bids at the time of the Public Hearing, whose bid complies with all requirements prescribed herein. All oral bids must have a minimum overbid that is five percent (5%) higher than the highest submitted written bid. The Board of Supervisors reserves the right to reject any and all bids.

**7. Bid Package Contents**

Information about the surplus real property is provided with the Bid Package including:

Area Map  
Assessor Parcel Map  
Bid Form  
Purchase and Sale Agreement  
Any other available documents associated with the sale of the property

**8. Inspection Period**

The property will be available to prospective bidders for preliminary inspection by appointment only prior to the deadline for bid submittals. The successful bidder will be allowed a contingency period after the award of the bid, pursuant to the Purchase and Sale Agreement, in which to conduct all further inspections, investigations and evaluations.

**9. Address to Submit Bids and to Request Additional Information**

Bid Submittals must be delivered to the address indicated below and received by the County of Solano no later than the deadline of 4:00 p.m., Tuesday, May 22, 2012. Any Bid Submittal not received by this deadline, even if post marked before the deadline, will not be accepted. For additional information or assistance, please contact:

**County of Solano  
General Services Department  
675 Texas Street, Suite 2500  
Fairfield, CA 94533-6336  
Attn: Keith Hanson, Real Estate Manager  
707-784-7906  
kdhanon@solanocounty.com**

**Brokers and Finders:** No commission or finder's fee shall be paid by the County to any party, licensed real estate broker, or other person for the sale of the surplus real property (regardless of whether the transaction is consummated), even though said party has had contact or dealings regarding the surplus real property, or has communicated with the County in connection with the subject matter of this transaction. If any commission or finder's fee is due, payment of that commission or finder's fee shall be the responsibility of the bidder.

**BID FORM  
FOR THE PURCHASE OF COUNTY-OWNED REAL PROPERTY**

This bid to purchase is submitted pursuant to Government Code section 25520 *et seq.* and pursuant to a published notice of adoption of a Resolution of Intention to sell County-owned surplus real property described as 228 Broadway Street, Vallejo, CA 94590 (Solano County Assessor's Parcel Number 0056-092-290).

\_\_\_\_\_, hereinafter referred to as "BIDDER" offers to purchase from the County of Solano, "AS-IS, AND WITH NO WARRANTIES," the surplus real property described above in accordance with the terms and conditions of the attached Purchase and Sale Agreement.

**PURCHASE AND SALE AGREEMENT BID AMOUNT:** BIDDER offers and agrees to pay County the total amount of \$\_\_\_\_\_ as the purchase price of the property (minimum acceptable bid amount must equal or exceed Eighty Thousand dollars (\$80,000)). BIDDER shall deliver with this bid form to County a Bid Guarantee in the form of a Cashier's Check in the amount of ten percent (10%) of the BIDDER's bid amount, or \$\_\_\_\_\_.

BIDDER

By: \_\_\_\_\_  
Signature

Name: \_\_\_\_\_  
Printed

Address: \_\_\_\_\_

Address: \_\_\_\_\_

Date: \_\_\_\_\_

BIDDER

By: \_\_\_\_\_  
Signature

Name: \_\_\_\_\_  
Printed

Address: \_\_\_\_\_

Address: \_\_\_\_\_

Date: \_\_\_\_\_

All Bidder signature(s) must be notarized

## PURCHASE AND SALE AGREEMENT AND INITIAL JOINT ESCROW INSTRUCTIONS

This Purchase and Sale Agreement and Initial Joint Escrow Instructions ("Agreement"), dated for reference purposes only \_\_\_\_\_, 2012 is entered into by and between THE COUNTY OF SOLANO, a political subdivision of the State of California ("Seller"), and \_\_\_\_\_ ("Buyer").

### Recitals

A. Seller is the owner of certain improved real property located at 228 Broadway Street, City of Vallejo ("City"), County of Solano ("County"), State of California ("State"), as more particularly described as Assessor's Parcel Number 0056-092-290.

B. On the terms, conditions and provisions set forth in this Agreement, Buyer desires to purchase, and Seller desires to sell to Buyer, the above listed parcel(s) (the "Property"). Seller no longer requires the Property for future public use. Buyer and Seller have entered into this Agreement voluntarily as a negotiated transaction for the Buyer to acquire and for the Seller to sell the Property.

NOW, THEREFORE, in consideration of the foregoing recitals and the mutual covenants contained herein, the parties agree as follows:

### Agreement

1. **Purchase and Sale:** Seller agrees to sell to Buyer, and Buyer agrees to purchase from Seller, the Property on the terms and subject to the conditions set forth in this Agreement. The effective date ("Effective Date") of this Agreement shall be the date of the last party to execute this Agreement.

2. **Purchase Price:** The purchase price ("Purchase Price") for the Property shall be \_\_\_\_\_ dollars (\$\_\_\_\_\_).

3. **Escrow:** Escrow Holder ("Escrow Holder") shall be:

Placer Title Company  
1300 Oliver Road #120  
Fairfield, CA 94534  
(707)-429-2211 phone  
(707)-429-1230 fax

(a) **Opening of Escrow:** Within three (3) business day after the Effective Date, Seller shall open escrow ("Escrow") with Escrow Holder and deliver to Escrow Holder all escrow instructions necessary to consummate the transaction contemplated by this Agreement. Any subsequent changes to the escrow instructions must be mutually agreed to with written consent of both parties. If there is any inconsistency between such supplemental instructions and this Agreement, this Agreement shall control.

(b) **Close of Escrow:** For the purpose of this Agreement, the "Close of Escrow" shall be defined as the date that the Grant Deed (as defined in Section 5, below) is recorded in the Official Records of the County. The Close of Escrow is estimated to occur on or before July 13, 2012, but shall occur no later than 45 calendar days after approval by the Board of Supervisors pursuant to Section 7(a)(viii) below.

**4. Payment of Purchase Price:** The Purchase Price shall be payable as follows:

(a) Deposit: Buyer has submitted, with this Agreement to Seller, a Good Faith Deposit ("Deposit"), in the form of a cashier's check, in the amount of \_\_\_\_\_ dollars (\$\_\_\_\_\_), equivalent to ten percent (10%) of the purchase price, which shall be deposited in Seller's bank account within three (3) business days after the Effective Date. The Deposit shall become non-refundable to Buyer upon Buyer's delivery to Seller of the Contingency Period Notice as defined in 7(a)(ii) below accepting all conditions of the Property and waiving all contingencies.

(b) Balance of Purchase Price: At least three (3) business days prior to Close of Escrow, Buyer shall deposit with Escrow Holder the balance of the Purchase Price, in immediately available funds, which shall be paid to Seller at Close of Escrow.

**5. Conditions of Title:** The Property shall be conveyed to Buyer by Seller by a grant deed, in the form customarily used by Escrow Holder in the County ("Grant Deed"), subject only to (a) a lien to secure payment of real estate taxes and assessments, not delinquent; (b) the lien of current supplemental taxes, not delinquent; (c) such other title matters affecting the Property created by or with the written consent of Buyer; (d) all applicable laws, ordinances, rules and governmental regulations (including, but not limited to, those relative to building, zoning and land use) affecting the development, use, occupancy or enjoyment of the Property; (e) all matters which would be apparent from an inspection, or disclosed by a survey of the Property; and (f) exceptions which are approved and/or accepted by Buyer in accordance with Section 7(a)(i) of this Agreement (collectively, "Approved Conditions of Title").

**6. Title Policy:** Title shall be evidenced by Escrow Holder's title insurance underwriter ("Title Company") issuing its standard California Land Title Association ("CLTA") Owner's Policy of Title Insurance to Buyer in an amount equal to the Purchase Price, showing title to the Property vested in Buyer, subject only to the Approved Conditions of Title ("Title Policy"). Buyer shall pay the cost of the CLTA Title Policy, except as provided in this Section 6. If Buyer elects to have Escrow Holder issue its American Land Title Association ("ALTA") Extended Coverage Owner's Policy of Title Insurance, Buyer shall pay for the expense of such ALTA premium increment and any ALTA survey costs. Buyer shall pay for any endorsements to the Title Policy. Buyer's ability to obtain an ALTA policy shall not be a condition to the Close of Escrow.

**7. Conditions to Close of Escrow:**

(a) Conditions to Buyer's Obligations: The Close of Escrow and Buyer's obligation to consummate the transactions contemplated by this Agreement are subject to the satisfaction of the following conditions (or Buyer's waiver in writing thereof) for Buyer's benefit on or prior to the dates designated below for the satisfaction of such conditions, or the Close of Escrow in the absence of a specified date:

(i) Title: Pursuant to the terms and conditions of this subsection, Buyer shall have the right to approve any and all matters of and exceptions to title of the Property, as disclosed by the following documents and instruments (collectively, "Title Documents"): (A) a Preliminary Report issued by Escrow Holder with respect to the Property; and (B) legible copies of all documents referred to in such Preliminary Report. Seller shall use its best efforts to deliver the Title Documents to Buyer within five (5) business days following the Effective Date. Buyer shall have fifteen (15) calendar days from the Effective Date to give Seller and Escrow Holder written notice ("Buyer's Title Notice") of Buyer's approval or disapproval of the Title Documents. The failure of Buyer to give Buyer's Title Notice to Seller within the specified time period shall be deemed Buyer's disapproval of the Title Documents. In

the event that Buyer's Title Notice disapproves, or is deemed to have disapproved of any matter of title shown in the Title Documents, Seller shall, within five (5) calendar days after Buyer's Title Notice is received by Seller, give Buyer written notice ("Seller's Title Notice") of those disapproved title matters, if any, which Seller is unwilling or unable to, after reasonable and good faith efforts, have eliminated from title to the Property by the Close of Escrow. Notwithstanding the foregoing, Seller agrees to remove on the Close of Escrow any deeds of trust whereby Seller is the trustor or borrower which are currently recorded against the Property. If Seller is unable or unwilling to remove all of the title matters objected to by Buyer in Buyer's Title Notice, or fails to deliver Seller's Title Notice, Buyer shall have five (5) business days from receipt of Seller's Title Notice to notify Seller in writing that either (1) Buyer is willing to purchase the Property, subject to such disapproved exceptions, or (2) Buyer elects to terminate this transaction. Failure of Buyer to take either one of the actions described in clause (1) or (2) in the previous sentence shall be deemed to be Buyer's election to take the action described in clause (2). If this Agreement is terminated pursuant to this Section 7(a)(i), the Deposit shall be returned to Buyer (provided that Buyer has complied with the terms of Section 23(m) below), and, except as otherwise provided in this Agreement, Seller and Buyer will have no further obligations or rights to one another under this Agreement;

(ii) Inspections and Studies/Costs: For the period of time commencing on the Effective Date and ending thirty (30) calendar days later ("**Contingency Period**"), Buyer shall have the right to conduct any and all non-destructive inspections, investigations, tests and studies (including, without limitation, investigations with regard to zoning, building codes and other governmental regulations, architectural inspections, engineering tests, economic feasibility studies and soils, seismic and geologic reports and environmental testing) with respect to the Property as Buyer may elect to make or maintain. The cost of any such inspections, tests and/or studies shall be borne by Buyer.

Between the Effective Date and the Close of Escrow, Buyer and Buyer's employees, agents, contractors, subcontractors and consultants (collectively, "Buyer's Representatives") shall have the right to enter upon the Property, at reasonable times during ordinary business hours upon prior written notice to Seller to perform such inspections, investigations, tests and studies. Following any such tests or inspections, Buyer agrees to promptly return any portions of the Property damaged or altered by Buyer during such tests or inspections to substantially the same condition which existed prior to such test or inspection.

Buyer shall indemnify, defend and hold Seller and the Property harmless from any and all claims, damages or liabilities arising out of or resulting from the entry onto or activities upon the Property by Buyer or Buyer's Representatives or liens arising from Buyer's due diligence review of the Property.

Prior to the expiration of the Contingency Period, Buyer shall deliver to Seller and Escrow Holder written notice ("Contingency Period Notice") of its approval or disapproval of the Property and the Documents and Materials (as defined in Section 7(a)(vii), below). Buyer acknowledges that the property will transfer to Buyer in its present "**AS-IS**" condition as at the time of the Close of Escrow and that Seller will make no repairs before or during Escrow or after the Close of Escrow. The Contingency Period Notice to the Escrow Holder shall be accompanied by the Natural Hazards Disclosure Statement. The failure of Buyer to timely deliver the Contingency Period Notice shall be deemed to constitute Buyer's disapproval of the Property and the Documents and Materials, and the Deposit shall be returned to Buyer (provided that Buyer has complied with the terms of Section 23(m) below), and, except as otherwise provided in this Agreement, Seller and Buyer will have no further obligations or rights to one another under this Agreement.

If this Agreement is terminated pursuant to this subsection, Buyer shall deliver to Seller (y) the Documents and Materials delivered to Buyer by Seller, and (z) at no cost and without warranty as

to correctness, copies of all reports, studies, maps and engineering studies that were generated by third parties for Buyer with respect to the Property, including, but not limited to, all environmental reports, surveys, marketing reports, geotechnical reports, lot studies and improvement plans;

(iii) Title Insurance: As of the Close of Escrow, Title Company shall have committed to issue the Title Policy to Buyer;

(iv) Seller's Representations: All representations and warranties made by Seller to Buyer in this Agreement shall be true and correct on the date hereof and shall be true and correct in all material respects as of the Close of Escrow;

(v) Natural Hazards Disclosure Statement: No later than ten (10) business days prior to the scheduled expiration of the Contingency Period, Seller shall deliver to Buyer a Natural Hazards Disclosure Statement for the Property. Buyer shall have approved the Natural Hazards Disclosure Statement and returned a signed copy thereof to Seller and Escrow Holder by the expiration of the Contingency Period;

(vi) Seller's Obligations: As of the Close of Escrow, Seller shall have performed all of the obligations required to be performed by Seller under this Agreement;

(vii) Documents and Materials: Seller is exempt from providing any disclosures to Buyer. However; Seller will provide any reports or documents that are available to the public within **ten (10)** calendar days of buyers request and Seller shall provide lease estoppels for all leases in effect, to the extent within Seller's knowledge, possession or control ("Documents and Materials");

(viii) Approval of the County Board of Supervisors: The sale of the Property, after the required notice and published hearing pursuant to California Government Code section 25520 et seq., is subject to approval by the Solano County Board of Supervisors. If the Board of Supervisors does not approve the sale, the Deposit and all other monies delivered to Escrow Holder by Buyer shall be immediately returned to Buyer.

(b) Conditions to Seller's Obligations: The Close of Escrow and Seller's obligation to consummate the transactions contemplated in this Agreement are subject to the satisfaction of the following conditions (or Seller's waiver thereof) for Seller's benefit on or prior to the dates designated below for the satisfaction of such conditions, or the Close of Escrow in absence of a specified date:

(i) Buyer's Obligations: Buyer shall have timely performed all of the obligations required to be performed by Buyer under this Agreement;

(ii) Buyer's Representations: All representations and warranties made by Buyer to Seller in this Agreement shall be true and correct on the date hereof and shall be true and correct in all material respects as of the Close of Escrow;

(v) Purchase Price: Buyer shall have timely delivered the Purchase Price and other sums owing under this Agreement in good funds to Escrow Holder;

(vi) Natural Hazards Disclosure Statement: Prior to the end of the Contingency Period, Buyer shall have returned a signed copy of the Natural Hazards Disclosure Statement to the Seller, which shall be mutually acceptable to both Buyer and Seller.



(c) **Failure of Condition to Close of Escrow:** If any of the conditions set forth in Section 7 or Section 22 are not timely satisfied or waived by the appropriate benefited party for a reason other than the default of Buyer or Seller, this Agreement shall terminate, and the Deposit and all other monies delivered to Escrow Holder by Buyer shall be immediately returned to Buyer (provided that Buyer has complied with the requirements of Section 23(m) below), and except as otherwise provided herein, the parties shall have no further obligations hereunder.

**8. Deposits By Seller:** At least one (1) business day prior to the Close of Escrow, Seller shall deposit with Escrow Holder the following documents:

(a) **Grant Deed:** The Grant Deed, duly executed and acknowledged in recordable form by Seller

(b) **FIRPTA Certificate:** A certification, acceptable to Escrow Holder, duly executed by the parties that constitute Seller under penalty of perjury, setting forth such party's address and federal tax identification number in accordance with and/or for the purpose of the provisions of Sections 7701 and 1445, as may be amended, of the Internal Revenue Code of 1986, as amended, and any regulations promulgated thereunder.

**9. Deposits By Buyer:** At least three (3) business days prior to the Close of Escrow, Buyer shall deposit or cause to be deposited with Escrow Holder the following:

(a) **Purchase Price:** The balance of the Purchase Price (as adjusted by the Deposit, buyer credits and prorations provided for herein), in cash or immediately available funds.

(b) **Grant Deed:** A copy of the form of Grant Deed signed, read and approved.

**10. Costs and Expenses:** Any documentary transfer taxes charged by the County and/or City (if any) shall be paid by Seller. Except as otherwise specified in this Agreement, Seller and Buyer shall equally divide any applicable escrow fees and recording charges. Buyer and Seller shall each pay all legal and professional fees and fees of other consultants incurred by Buyer and Seller, respectively. Any costs incurred through the Escrow relating to the Property that are not specifically allocated to Buyer or Seller under this Agreement shall be apportioned in the manner customary in the County.

**11. Prorations:**

(a) **Taxes/Assessments:** All non-delinquent real estate taxes and non-delinquent assessments on the Property shall be prorated as of 12:01 a.m. on the day of the Close of Escrow based on the actual current tax bill, but if such tax bill has not yet been received by Seller by the Close of Escrow, then the current year's taxes shall be deemed to be one hundred two percent (102%) of the amount of the previous year's tax bill for the Property. All delinquent taxes and all delinquent assessments, interest and penalties, if any, on the Property shall be paid at the Close of Escrow from funds accruing to Seller. All supplemental taxes billed after the Close of Escrow for periods prior to the Close of Escrow shall be paid promptly by Seller to Buyer in immediately available funds.

(b) **Other Expenses:** All other expenses for the Property shall be prorated as of 12:01 a.m. on the day of the Close of Escrow between the parties based upon the latest available information.

**12. Corrections:** If any errors or omissions are made regarding adjustments and prorations as set forth herein, the parties shall make the appropriate corrections promptly upon discovery thereof. If any estimates are made at the Close of Escrow regarding adjustments or prorations, the party shall make the

appropriate correction promptly when accurate information becomes available. Any corrected adjustment or proration shall be paid in cash to the party entitled thereto.

**13. Condition and Inspection of Property:** Notwithstanding any other provision of this Agreement to the contrary, Seller makes no representation or warranty (except as expressly set forth in Section 14 below) whatsoever regarding the Property, the physical condition of the Property, its past use, its compliance with laws (including, without limitation, laws governing environmental matters, zoning, and land use), or its suitability for Buyer's intended use. Buyer hereby represents and warrants that Buyer is relying solely upon, and as of the expiration of the Contingency Period will have conducted its own independent inspection, investigation, and analysis of the Property as it deems necessary or appropriate in so acquiring the Property from Seller, including, without limitation, any and all matters concerning the condition, use, sale, development or suitability for development of the Property.

**14. Seller's Representations and Warranties:** In consideration of Buyer entering into this Agreement, Seller makes the representations and warranties set forth in this Section 14. Seller shall represent and warrant the accuracy or completeness of all documents and information ("Reports") reviewed or received by any of the parties in connection with this transaction, including financial reports, lease and/or sublease agreements, service contracts, structural, geological, or engineering studies, plans and specifications. Seller represents and warrants that all documents provided to Buyer shall be complete and accurate to the best knowledge and ability of Seller.

In the event that Buyer, prior to Close of Escrow, becomes aware, from Seller or otherwise, of any inaccuracy or omission in the disclosures, information, or representations previously provided to Buyer by Seller or its consultants or agents, which will have a material, adverse impact on Buyer, the Property or the intended use of the Property, Buyer, as its sole option and remedy, may either (i) terminate this transaction and receive a refund of its Deposit, thereby waiving any claims or actions that Buyer may have against Seller as a result of such inaccuracy or omission, or (ii) proceed with the Close of Escrow hereunder, thereby waiving any rights that Buyer may have against Seller as a result of such inaccuracy or omission. Buyer agrees that, under no circumstances, shall Buyer be entitled to purchase the Property and then bring any claim or action against Seller for damages as a result of such inaccuracy or omission, except if such inaccuracy or omission is based on fraud or intentional misrepresentation by Seller.

(a) Seller's Authority: Seller is the sole owner of fee title to the Property and has the legal power, right and authority to enter into this Agreement and the instruments referenced herein, and to consummate the transactions contemplated hereby in the execution, delivery and performance of this Agreement. Furthermore, the execution and delivery of this Agreement has been duly authorized and no other action by Seller is required in order to make it a valid and binding contractual obligation of Seller.

(b) No Prior Transfers: Seller has not previously sold, transferred or conveyed the Property, or granted to any other person or entity any right or interest in all or any part of the Property and Seller has not entered into any executory contracts for the sale of all or any part of the Property (other than this Agreement), nor do there exist any rights of first refusal or options to purchase the Property, other than this Agreement and except as may be set forth in the Title Documents or the Leases.

(c) Leases: Seller shall provide to Buyer all information and documentation pertaining to all leases or other agreements (whether oral or written) affecting or relating to the rights of any party with respect to the possession of the Property or any portion thereof which will be in effect after Close of Escrow.

(d) Hazardous Materials: Except as disclosed in the Documents and Materials, to the actual knowledge of Seller, the Property is not, as of the date of the Effective Date of this Agreement, in violation of any federal, state or local law, ordinance or regulation relating to Hazardous Materials (as

defined herein), industrial hygiene or the environmental conditions on, under or about the Property including, but not limited to, soil and ground water condition. The term "Hazardous Materials" shall mean any flammable explosives, radioactive materials, hazardous wastes or substances, toxic wastes or substances and other related materials including, without limitation, any substances defined as or included in the definition of "hazardous substances," "hazardous wastes," "hazardous materials," or "toxic substances" under any applicable federal, state or local laws or regulations.

**15. Buyer's Representations and Warranties:** In consideration of Seller entering into this Agreement and as an inducement to Seller to sell the Property to Buyer, Buyer makes the following representations and warranties, each of which is material and is being relied upon by Seller (the continued truth and accuracy of which constitutes a condition precedent to Seller's obligations hereunder):

(a) Buyer's Authority: Buyer has the legal right, power and authority to enter into this Agreement and to consummate the transactions contemplated hereby, and the execution, delivery and performance of this Agreement and no other action by Buyer is requisite to the valid and binding execution, delivery and performance of this Agreement.

(b) Enforceability: This Agreement and all documents required hereby to be executed by Buyer are and shall be valid, legally binding obligations of and enforceable against Buyer in accordance with their terms.

(c) Conflicting Documents: Neither the execution and delivery of this Agreement and the documents and instruments referenced herein, nor the occurrence of the obligations set forth herein, nor the consummation of the transaction contemplated herein, nor compliance with the terms of this Agreement and the documents and instruments referenced herein conflict with or result in the material breach of any terms, conditions or provisions of, or constitute a default under, any bond, note, or other evidence of indebtedness or any contract, indenture, mortgage, deed of trust, loan, partnership agreement, lease or other agreement or instrument to which Buyer is a party.

(d) No Side Agreements or Representations: Buyer represents, warrants and covenants to Seller that Buyer has entered into this Agreement based upon its rights and intentions to independently inspect the Property.

**16. Default by Seller or Buyer:** If the transaction is not consummated solely as a result of a default by either Seller or Buyer, then the non-defaulting party may terminate this Agreement by delivery of notice of termination to the defaulting party. The defaulting party shall pay any title and/or escrow fees charged by the Escrow Holder in connection with canceling escrow, and, except for any indemnity or other provisions in this Agreement that specifically survive the Closing or the earlier termination of this Agreement, neither party shall have any further rights or obligations hereunder.

**17. Damage or Condemnation Prior To Closing:** Seller shall promptly notify Buyer of any casualty to the Property or any condemnation proceeding considered or commenced prior to the Close of Escrow. If any such damage or proceeding relates to or may result in the loss of any "material portion" (as defined herein) of the Property, Seller or Buyer may, each at its option, elect either to (i) terminate this Agreement, in which event the Deposit, including all accrued interest, shall be returned to Buyer and neither party shall have any further rights or obligations hereunder, or (ii) continue the Agreement in effect, in which event upon the Close of Escrow, Buyer shall be entitled to any compensation, award, or other payments or relief resulting from such casualty or condemnation proceedings. The term "material portion" shall mean damages greater than One Hundred Thousand Dollars (\$100,000.00).

**18. Notices:** All notices, demands, consents, requests or other communications required to or permitted to be given pursuant to this Agreement shall be in writing, shall be given only in accordance with the provisions of this Section, shall be addressed to the parties in the manner set forth below, and shall be conclusively deemed to have been properly delivered: (a) upon receipt when hand delivered during normal business hours (provided that, notices which are hand delivered shall not be effective unless the sending party obtains a signature of a person at such address that the notice has been received); (b) upon receipt when sent by facsimile to the number set forth below (provided that, notices given by facsimile shall not be effective unless the receiving party delivers the notice also by one other method permitted under this Section); (c) upon the day of delivery if the notice has been deposited in an authorized receptacle of the United States Postal Service as first-class, registered or certified mail, postage prepaid, with a return receipt requested (provided that, the sender has in its possession the return receipt to prove actual delivery); or (d) one (1) business day after the notice has been deposited with either Golden State Overnight, FedEx or United Parcel Service to be delivered by overnight delivery (provided that, the sending party receives a confirmation of actual delivery from the courier). The addresses of the parties to receive notices are as follows:

**TO BUYER:**

Name \_\_\_\_\_

Address \_\_\_\_\_

Address \_\_\_\_\_

Attn: \_\_\_\_\_

Telephone: \_\_\_\_\_

Facsimile: \_\_\_\_\_

E-mail: \_\_\_\_\_

**TO SELLER:**

County of Solano  
General Services – Real Estate Services  
Division

675 Texas Street – Suite 2500

Fairfield, California 94533

Attn: Real Estate Manager

Telephone: (707)784-7906

Facsimile: (707)784-7912

E-mail: kdhanson@solanocounty.com

**TO ESCROW HOLDER:**

Placer Title Company  
1300 Oliver Road #120  
Fairfield, CA 94534  
Attn: Kelly Guglielmo

(707)-429-2211 phone

(707)-429-1230 fax

E-mail: kguglielmo@placertitle.com

Each party shall make an ordinary, good faith effort to ensure that it will accept or receive notices that are given in accordance with this Section 18, and that any person to be given notice actually receives such notice. Any notice to a party which is required to be given to multiple addresses shall only be deemed to have been delivered when all of the notices to that party have been delivered pursuant to this Section. If any notice is refused, the notice shall be deemed to have been delivered upon such refusal. Any notice delivered after 5:00 p.m. (recipient's time) or on a non-business day shall be deemed delivered on the next business day. A party may change or supplement the addresses given above, or designate additional

addressees, for purposes of this Section by delivering to the other party written notice in the manner set forth above.

**19. Brokers:** Seller represents it has not engaged nor is it aware of any person entitled to any brokerage commission or finder's fee in connection with this transaction. Buyer represents it has not engaged any person entitled to any brokerage commission or finder's fee in connection with this transaction except \_\_\_\_\_ ("Buyer's Broker"), in which Buyer shall be responsible for any and all of Buyer's Broker applicable fees. Each party agrees to indemnify the other party against any claim asserted against or adjudged against the other party, for any brokerage commission or finder's fee or any like compensation occasioned by or as a result of any act or omission of each such party, including all attorney's fees, costs, expenses and any other fees incurred by, charged against or adjudicated against, the other party, whether or not suit is filed, which are related to this indemnity agreement or enforcement thereof.

**20. Assignment:** Buyer shall not assign its right, title or interest in this Agreement to any other party without the prior written consent of Seller.

**21. Exchange:** The parties acknowledge that either party may desire to structure the sale or the purchase of the Property as an exchange pursuant to Section 1031 or 1033 of the Internal Revenue Code of 1986. The parties agree to reasonably cooperate with each other to accomplish such exchange(s) and each party hereby agrees that any and all costs associated with said exchange shall be borne solely by the exchanging party and shall in no way be attributable to the non-exchanging party. In no event shall the non-exchanging party be required to take title to the exchanged property(ies) to effectuate the tax-deferred exchange contemplated by this Paragraph.

**22. Additional Terms and Conditions to Close Escrow:** None

**23. Miscellaneous:**

(a) Partial Invalidity. If any term or provision of this Agreement or the application thereof to any person or circumstance shall, to any extent, be invalid or unenforceable, the remainder of this Agreement, or the application of such term or provision to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby, and each such term and provision of this Agreement shall be valid and be enforced to the fullest extent permitted by law.

(b) Waivers: No waiver of any breach of any covenant or provision herein contained shall be deemed a waiver of any preceding or succeeding breach thereof, or of any other covenant or provision herein contained. No extension of time for performance of any obligation or act shall be deemed an extension of the time for performance of any other obligation or act except those of the waiving party, which shall be extended by a period of time equal to the period of the delay.

(c) Survival: All of Buyer's and Seller's warranties, indemnities, representations, covenants, obligations, undertakings and agreements contained in this Agreement shall survive for one (1) year following the Close of Escrow.

(d) Successors and Assigns: Subject to Section 20, this Agreement shall be binding upon and shall inure to the benefit of the grantees, transferees, successors and permitted assigns of the parties hereto.

(e) Entire Agreement: This Agreement (including all Recitals and Exhibits attached hereto), is the final expression of, and contains the entire agreement between, the parties with respect to the subject

matter hereof and supersedes all prior understandings with respect thereto. This Agreement may not be modified, changed, supplemented, superseded, canceled or terminated, nor may any obligations hereunder be waived, except by written instrument signed by the party to be charged or by its agent duly authorized in writing or as otherwise expressly permitted herein. The parties do not intend to confer any benefit hereunder on any person, firm or corporation other than the parties hereto.

(f) Time of Essence: Seller and Buyer hereby acknowledge and agree that time is strictly of the essence with respect to each and every term, condition, obligation and provision hereof and that failure to timely perform any of the terms, conditions, obligations or provisions hereof by either party shall constitute a material breach of and a non-curable (but waivable) default under this Agreement by the party so failing to perform.

(g) Relationship of Parties: Nothing contained in this Agreement shall be deemed or construed by the parties to create the relationship of principal and agent, a partnership, joint venture or any other association between Buyer and Seller.

(h) Construction/Exhibits: Headings at the beginning of each paragraph and subparagraph are solely for the convenience of the parties and are not a part of the Agreement. Whenever required by the context of this Agreement, the singular shall include the plural and the masculine shall include the feminine and vice versa. This Agreement shall not be construed as if it had been prepared by one of the parties, but rather as if both parties had prepared the same. Unless otherwise indicated, all references to paragraphs, sections, subparagraphs and subsections are to this Agreement. All exhibits referred to in this Agreement are attached and incorporated herein by this reference.

(i) Governing Law: The parties hereto acknowledge that this Agreement has been negotiated and entered into in the State of California. The parties hereto expressly agree that this Agreement shall be governed by, interpreted under, and construed and enforced in accordance with the laws of the State of California.

(j) Days of Week: A "business day," as used herein, shall mean any day other than a Saturday, Sunday or holiday, as defined in Section 6700 of the California Government Code. If any date for performance herein falls on a day other than a business day, the time for such performance shall be extended to 5:00 p.m. on the next business day.

(k) Possession of Property: Subject to the Approved Conditions of Title, Buyer shall be entitled to the possession of the Property immediately following the Close of Escrow.

(l) Counterparts: This Agreement may be executed in multiple counterparts, each of which shall be deemed an original, but all of which, together, shall constitute one and the same instrument.

(m) Termination Documents: If this Agreement is terminated prior to the Close of Escrow for any reason, Buyer shall deliver to Seller the following documents and materials (collectively hereinafter referred to as the "Termination Documents"): (y) the Documents and Materials delivered to Buyer by Seller, and (z) at no cost and without warranty as to correctness, copies of all reports, studies, maps and engineering studies that were generated by third parties for Buyer with respect to the Property, including, but not limited to, all environmental reports, surveys, marketing reports, geotechnical reports, lot studies and improvement plans. It is understood and agreed that, with respect to any provision of this Agreement which refers to the termination of this Agreement and the return of the Deposit to Buyer, such Deposit shall not be returned to Buyer unless and until Buyer has fulfilled its obligation to return to Seller the Termination Documents.

The parties have executed this Agreement as of the dates set forth below.

SELLER:

BUYER:

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

\_\_\_\_\_

By: \_\_\_\_\_  
Michael J. Lango,  
Director of General Services

By: \_\_\_\_\_  
(Signature)

Name: \_\_\_\_\_  
(Print)

Title: \_\_\_\_\_

Date: \_\_\_\_\_, 2012

Date: \_\_\_\_\_, 2012

APPROVED AS TO FORM

By: \_\_\_\_\_  
County Counsel