



INSTRUCTIONS TO BIDDERS
FOR SALE OF SURPLUS PROPERTY
(Applicable to all properties)

I. General Information

A. Properties. The Twin Rivers Unified School District ("District") is offering for sale properties located at: 1710 Ascot Ave., Rio Linda (APN 215-0241-012); 1690 Bell Ave., Sacramento (APN 238-0050-012); W 4th & E St., Rio Linda (APN 214-0181-002); 320 W Q St., Rio Linda (APN 206-0090-014); and 505 Morey Ave., Sacramento (APN 250-0083-022), (each referred to herein as "Property" or collectively, as "Properties").

B. Bid Documents. Enclosed as part of the "Bid Documents," please find: (1) the District's Mandatory Bid Form, (2) the Property Descriptions, and (3) the proposed Purchase and Sale Agreement. Copies of the Bid Documents and any addenda issued by the District shall be available at the District Office located at 5115 Dudley Blvd., McClellan, California or by emailing bill.mcguire@twinrivers.usd.org.

C. Bid Auction. The District will open sealed bids and accept oral bids for each of the Properties at the District Board Meeting to be held on **October 9, 2018, at 5:30 p.m.**, or as soon thereafter as the matter can be heard, at the Board Room of the District Office located at 5115 Dudley Blvd., McClellan, California.

D. Sealed Bid Deadline. Interested bidders shall submit the Bid Form and comply with all requirements stated herein, **no later than 4:30 p.m. on October 9, 2018**, at the District Office located at 5115 Dudley Blvd., McClellan, California. No bids will be accepted after the time set forth above (except as submitted during the oral bid process described herein).

II. Bid Requirements

A. Sealed Bids. All written bids must be sealed and the envelope shall clearly identify the appropriate Property for which the bidder is interested in purchasing. If a bidder is interested in bidding on more than one Property, the bidder must complete and file a separate envelope and Bid Form and submit separate Bid Security for each Property.

B. Mandatory Bid Form. All sealed written bids must be submitted on the District's mandatory Bid Form. Bids not submitted on the Bid Form may be rejected.

C. Mandatory Bid Security. Each bidder shall submit, with its Bid Form, a cashier's check in the amount of 2% of the total amount of the bid as bid security for entering into the purchase agreement. The deposit of the successful bidder will be retained by the District and applied towards the purchase of the Property pursuant to the purchase agreement. If the successful bidder fails to execute and deliver a purchase agreement to the District in a form acceptable to

the District within 30 calendar days after receipt of District's notice of intent to award, unless extended by the District in writing, the District may retain the bid security. District will not retain the bid security in the event of an irreconcilable good faith disagreement about the form of the agreement which could not have reasonably been foreseen at the time the bid was submitted.

D. Minimum Bid Amount. The District has set a minimum bid amount for each of the seven Properties based on the fair market value of each Property. Any received bid that is less than the minimum bid amount will be rejected as non-responsive.

(1) 1710 Ascot Avenue, Rio Linda
APN 215-0241-012
Approximately 24.87 Acres
Minimum Bid: \$1,630,000

(4) 320 W Q St., Rio Linda
APN 206-0090-014
Approximately 9.97 Acres
Minimum Bid: \$220,000

(2) 1690 Bell Avenue, Sacramento
APN 238-0050-012
Approximately 21.13 Acres
Minimum Bid: \$2,070,000

(5) 505 Morey Avenue, Sacramento
APN 250-0083-022
Approximately 0.28 Acres
Minimum Bid: \$150,000

(3) West 4th & E St., Rio Linda
APN 214-0181-002
Approximately 10.0 Acres
Minimum Bid: \$300,000

III. Determination of Highest Bidder

A. Opening of Sealed Written Bids. At the public auction to be held on **October 9, 2018, at 5:30 p.m.**, or as soon thereafter as the matter can be heard, District staff shall open, examine, and consider all sealed written bids for compliance with all terms of the Bid Documents.

B. Call for Oral Bids. District staff will call for oral bids immediately following the opening, examination, declaration, and consideration of the sealed written bids. The initial minimum oral bid shall be in an amount at least five percent (5%) over the amount of the highest written bid received by the District. Any subsequent oral bids made after the initial minimum oral bid may be for any higher amount.

C. Requirement for Acceptance of Oral Bid. Final acceptance of an oral bid shall not be made until the oral bid is reduced to writing on the District's mandatory Bid Form and signed by the oral bidder. Further, if an oral bid is accepted, the oral bidder must provide the Mandatory Bid Security described above within three (3) business days of its oral bid.

D. Acceptance of Final Bid. Final acceptance of the highest bid, whether written or oral, will be made either at the same Board Meeting, wherein the bids are opened or at any adjourned session of the same meeting held within ten (10) days. The Board may select the highest bid of any of the bids, or if it deems such action to be for the best interest, it may reject any and all bids. In the event that the highest responsible bidder fails to perform, the Board may, at its discretion, offer the Property to the second highest bidder, reject all bids, call for new bids, remove the Property from sale, or proceed in any manner available by law.

IV. Purchase Agreement

A. Execution of Purchase Agreement. The successful bidder shall be required to execute a purchase agreement with the District within 30 days after receipt of District's notice of intent to award. This timeline may be extended by the District in writing. The executed purchase agreement shall be consistent with the terms specified in the Board's Resolution of Intent to Sell and in substantially the same form as the Purchase and Sale Agreement enclosed in these Bid Documents.

B. As Is Sale. Except as otherwise provided in the Bid Form, the Property will be sold in an "as is" condition. The sale of the Property shall be made without any warranty, express or implied, and subject to all liens, easements, encumbrances, and other exceptions to title, whether recorded or not. The District makes no representations or warranties, express or implied, concerning title or the condition of the Property, locations of property lines, the exact area of the Property, the condition of any improvements on the Property or any environmental condition affecting the Property. The District does not assume any liability for any possible encumbrances on the Property. The District makes no warranty as to existing or future zoning or availability of utilities.

C. Due Diligence Prior to Submitting Bid. The successful bidder is responsible for inspecting the Property and completing any due diligence prior to submitting a sealed written bid or oral bid. The successful bidder shall rely solely upon its own diligence and investigation in purchasing the Property.

D. Time is of the Essence. Time is of the essence in the performance of each of the duties and obligations of the successful bidder.

E. Compliance with Applicable Laws. The successful bidder shall comply with all applicable state, federal, and local laws with respect to the Property.



BID FORM
FOR THE SALE OF SURPLUS PROPERTY

District Property To be Bid On:

Address: _____

APN: _____

Please fill out a separate Bid Form for each Property that you are interested in.

Bid Amount:

\$ _____

_____ Dollars

Is this equal to or higher than the District's minimum bid price for this property, as identified in the Bid Documents? (Y/N) _____

Intended Use of the Property:

Submitted by:

Bidder

Name: _____

Address: _____

Phone Number: _____

E-mail: _____

The undersigned, as bidder ("Bidder"), does hereby declare and certify the following:

1. Bidder has familiarized him/herself with the terms of the District's Resolution of Intent to Sell Surplus Property and Call For Bids, the Bid Documents, the proposed Purchase and Sale Agreement, all relevant local conditions, and all facts and circumstances related to the sale of the above-identified Property.

2. Bidder hereby proposes and agrees to purchase from the District the above-identified Property.
3. Bidder acknowledges that the sealed envelope containing this completed Bid Form shall also include a Bid Security in the form of a cashier's check totaling 2% of the Bid Amount.
4. Bidder acknowledges that all sealed written bids must be received at the District Office located at 5115 Dudley Blvd., McClellan, California no later than 4:30 p.m. on October 9, 2018.
5. Bidder acknowledges that pursuant to Education Code section 17472, the District may award the sale of the Property to the highest responsive bidder who complies with all these terms, unless a higher oral bid is accepted or the District Board rejects all bids. Sealed written bids shall be opened, and oral bids will be received, on October 9, 2018, at 5115 Dudley Blvd., McClellan, California.
6. Bidder acknowledges that this bid is based upon, and that the purchase of the Property shall be in, an "as is" condition. Bidder shall take the Property in its current condition. Bidder further acknowledges his/her responsibility to examine title and any restrictions, easements, licenses, leases, or any other limitations on alienation or use of the Property. Bidder will be purchasing the District's interest in the Property, subject to any limitations thereupon.
7. Bidder declares that he/she has carefully examined the location of the Property, its condition, the legal description of the Property, and performed all due diligence necessary to commit the submission of the bid.
8. Bidder agrees to enter into a purchase agreement in substantially the form of the Purchase and Sale Agreement included in the Bid Documents in order to effectuate the transfer.
9. Bidder acknowledges that close of escrow will occur within thirty (30) days unless otherwise approved by the District.
10. Time is of the essence regarding this agreement. Therefore, in the event the successful bidder fails or refuses to return executed copies of the purchase agreement in a form acceptable to the District within 30 days after receipt of District's notice of intent to award, the District may declare the Bidder's Bid Security as forfeited as damages.
11. In the event of ambiguity due to a conflict between words and numbers with respect to the amount of the Bid, words shall govern over the numbers.
12. Bidder identifies the intended use of the Property as stated above. Bidder affirms that the Property will not be put to a use that is inconsistent with schools, and the resulting purchase agreement shall record this covenant.
13. Bidder acknowledges that if the intended use of the Property is for the development of 10 or more residential units, Bidder shall provide such units in accordance to and in compliance with Government Code section 54233.
14. There shall be no additional conditions submitted with this Bid Form.

15. Bid Protest. In the event any bidder wishes to challenge in any way, the District's award of the bid, said bidder shall file a written protest with the District within five (5) days after receipt of District's notice of intent to award. By submitting this bid, Bidder acknowledges and agrees that failing to file a written protest within the five day period shall constitute a failure to exhaust an administrative remedy and shall bar the Bidder from challenging the validity of the Bid in any manner and in any form.

I, the below-indicated Bidder, declare under penalty of perjury under the laws of the State of California that the information provided and representations made in this Bid are true and correct.

Legal Name of Bidder

Title

Signature of Bidder or Authorized Representative

Date

PROPERTY DESCRIPTIONS

1710 Ascot Ave., Rio Linda, CA 95673
APN 215-0241-012
Approximately 24.87 acres

Minimum Bid Price: \$1,630,000



1690 Bell Ave., Sacramento, CA 95838

APN 238-0050-012

Approximately 21.13 acres

Minimum Bid Price: \$2,070,000



W 4th & E St., Rio Linda, CA 95673
APN 214-0181-002
Approximately 10.0 acres

Minimum Bid Price: \$300,000



320 W Q St., Rio Linda, CA 95673

APN 206-0090-014

Approximately 9.97 acres

Minimum Bid Price: \$220,000



505 Morey Ave., Sacramento, CA 95838
APN 250-0083-022
Approximately 0.28 acres

Minimum Bid Price: \$150,000



PROPOSED PURCHASE AND SALE AGREEMENT
AND JOINT ESCROW INSTRUCTIONS

This Purchase and Sale Agreement and Joint Escrow Instructions (“**Agreement**”) is entered into by and between _____, a _____ (“**Buyer**”), and the Twin Rivers Unified School District, a public school district, organized and operating under the laws of the State of California (“**Seller**”). Buyer and Seller may be referred to individually as a “Party” and collectively as the “Parties.” This Agreement is effective when it has been fully executed by both Parties (“**Effective Date**”), which with respect to Seller will not occur until after this Agreement has been approved by Seller’s governing board.

RECITALS

A. Seller is the owner of a parcel of real property in _____, California, shown on **Exhibit A** hereto located at _____, California referred to as Assessor’s Parcel Number _____ (“**Property**”) consisting of approximately _____ acres.

B. Pursuant to California Education Code § 17455 et seq., Seller desires to sell the Property to the Buyer.

C. On _____, the Seller held a public hearing with regard to the sale of the Property. Seller opened sealed bids, and received oral bids, and determined that Buyer's bid was the highest.

D. Seller desires to sell the Property and Buyer desires to purchase the Property under the terms and conditions of this Agreement.

NOW, THEREFORE, in consideration of the mutual covenants and conditions set forth in this Agreement and other good and valuable consideration, the receipt and adequacy of which are acknowledged, Seller and Buyer agree as follows:

1. **Purchase and Sale.** Seller hereby agrees to sell, assign, and convey to Buyer, and Buyer hereby agrees to purchase from Seller, all of Seller’s right, title, and interest in and to the Property upon the terms and conditions set forth in this Agreement.

2. **Purchase Price.**

a. **Purchase Price.** The total purchase price (“**Purchase Price**”) for the Property is _____ Dollars (\$ _____), payable through Escrow, as described in Section 3 of this Agreement.

b. **Deposit.** Buyer has provided the Seller with a deposit of _____ Dollars (\$ _____) (“**Deposit**”). Seller shall deposit said funds in an escrow (“**Escrow**”) to be opened at _____ (“**Escrow Holder**”) at the address below (or such other Escrow Holder as the parties may mutually agree upon in writing). The Deposit shall be applied against the Purchase Price at Close of Escrow. The Deposit shall only be returned to Buyer in the event of a termination of this Agreement by reason of a default by Seller.

c. Balance of Purchase Price. Buyer shall deliver the balance of the Purchase Price to Escrow Holder in cash by wire transfer of immediately available funds prior to the Close of Escrow and, in any event, a sufficient time to permit disbursement of such funds on the Closing Date under applicable law and Escrow Holder's standard practice.

3. **Escrow.**

a. Escrow Holder. For convenience, Escrow Holder's contact information is repeated here:

Escrow Holder: [Name]
[Company]
[Address]
[Phone]

The parties may mutually agree in writing upon a different Escrow Holder at any time.

b. Opening of Escrow. Within three (3) business days after the Effective Date of this Agreement, a fully executed copy of this Agreement shall be delivered to Escrow Holder by Seller or Buyer. "**Opening of Escrow**" means the date Escrow Holder receives a fully-executed copy of this Agreement. Escrow Holder shall acknowledge the Opening of Escrow and its agreement to act as the Escrow Holder by promptly delivering a written confirmation of the date of Opening of Escrow to Seller and Buyer.

c. Escrow Instructions. Escrow Holder is hereby directed to disburse funds held by it in accordance with the terms of this Agreement, or as otherwise instructed in writing signed by both Buyer and Seller. This Agreement shall constitute initial escrow instructions to Escrow Holder. The Parties shall execute any additional escrow instructions reasonably required by Escrow Holder to consummate the transaction, provided, however, such additional escrow instructions shall not modify the provisions of this Agreement unless they state the modification in full and the specific modification is initialed by both parties.

d. Close of Escrow. "**Close of Escrow**" or "**Closing**" means the date Escrow Holder records the Quitclaim Deed in favor of Buyer and delivers the Purchase Price to Seller. Subject to satisfaction or waiver of all Closing Conditions, Escrow shall close on or before the date which is thirty (30) days after the date of Opening of Escrow ("**Closing Date**"), unless the Closing Date is extended in writing by the District. In no case shall the total time period for Escrow exceed six (6) months from the Opening of Escrow. In the event Escrow has not closed by the Closing Date, Escrow Holder, upon the written request of either Party, provided such Party is not in default, shall terminate the Escrow and return all documents to the Party which deposited the same.

e. Seller's Closing Deliveries. At least three (3) business days prior to Closing, Seller shall deliver or cause to be delivered to the Escrow Holder the following:

1. Quitclaim Deed. A quitclaim deed to be executed, acknowledged and delivered by Seller to Escrow in a form substantially similar to the form attached as **Exhibit B**, conveying the Property to Buyer, subject to any restrictions or reservations ("**Quitclaim Deed**").

2. Other Documents. Any other documents, instruments or agreements reasonably necessary or reasonably required by Buyer, the Title Company (as hereinafter defined), or Escrow Holder to effectuate the transaction contemplated by this Agreement.

f. Buyer's Closing Deliveries. At least one (1) business day prior to Closing, Buyer shall deliver or cause to be delivered to the Escrow Holder the following:

1. Balance of Purchase Price. The balance of the Purchase Price, together with such other sums as the Escrow Holder shall require to pay Buyer's share of the closing costs, prorations, and adjustments set forth herein, in immediately available funds.
2. Other Documents. Any other documents, instruments or agreements reasonably necessary or reasonably required by Seller, the Title Company, or Escrow Holder to effectuate the transaction contemplated by this Agreement.

g. Prorations. County, city and special district taxes and assessments, based upon the most recent official information available in the office of the taxing entity, shall be prorated in Escrow as of the date of Close of Escrow. All prorations shall be made on the basis of the actual days in the applicable month and a 365-day year, unless the Parties otherwise agree in writing. Escrow Agent shall base such prorations, credits and debits on a proration statement ("**Proration Statement**") executed by Seller and Buyer and delivered to Escrow Holder prior to the Closing Date. Escrow Holder shall prepare a Proration Statement within five (5) days prior to the Close of Escrow and have a copy delivered to Seller and Buyer for approval and execution.

h. Escrow Fees and Costs.

1. Seller's Responsibility. If Escrow closes, Seller shall be responsible for (1) all transfer taxes (if any), (2) the cost of the Title Policy (as hereinafter defined), and (3) one-half (1/2) of the cost of the Escrow fees. Seller shall be responsible for all other costs typically borne by the Seller in accordance with the customary practices in Sacramento County as determined by the Escrow Holder.
2. Buyer's Responsibility. If Escrow closes, Buyer shall be responsible for (1) the cost of recording the Quitclaim Deed, (2) the cost of any increment associated with an ALTA Extended Title Policy and any Title Policy endorsements, and (3) one-half (1/2) of the cost of the Escrow fees.

3. Default. Notwithstanding the foregoing, in the event of a default by Buyer or Seller, all cancellation and other escrow charges shall be paid by the defaulting party.

i. Escrow Deliveries. Provided that Escrow Holder has not received written notice in a timely manner from Buyer or Seller of the failure of any condition to the Closing or of the termination of the Escrow, and when Buyer and Seller have deposited into the Escrow the items required by this Agreement and Title Company issues the Title Policy concurrently with the Closing, Escrow Holder shall:

1. Recordation of Documents. Submit to the County Recorder of Sacramento County the Quitclaim Deed for the Property and each other document to be recorded under the terms of this Agreement and, after recordation, mail the Quitclaim Deed to Buyer and each other document to the Party for whose benefit said document was recorded.

2. Non-Recorded Documents. Deliver by Federal Express or other overnight courier (or hold for personal pick-up, if requested) the Title Policy to Buyer and each other non-recorded document to the Party for whose benefit said document was acquired.

3. Distribution of Funds. Distribute, pursuant to instructions to be given by the recipient:

- to Seller, the cash portion of the Purchase Price, adjusted for prorations, charges and other credits and debits provided for; and
- to Buyer, any excess funds delivered to Escrow Holder by Buyer.

4. Conformed Copies. Deliver to Seller and Buyer copies of all fully-executed recorded documents. Each recorded document shall be conformed to show the recording date and file number.

5. Closing Statement. As soon as reasonably practical after the Closing, Escrow Holder shall prepare a final accounting and closing statement for this transaction and send a copy to Seller and Buyer.

4. Due Diligence. The “**Due Diligence Period**” means a period beginning on the Opening of Escrow and terminating thirty (30) days after the Opening of Escrow, during which time Buyer has the opportunity to review title matters and inspect the Property to its satisfaction. Close of Escrow and the obligations of Seller to sell and Buyer to purchase the Property are contingent upon satisfaction or waiver of the conditions listed below (“**Due Diligence Conditions**”) prior to the expiration of the Due Diligence Period, any waiver to be in Buyer’s sole, absolute and unrestricted discretion.

1. Title Matters. Buyer’s approval of the Preliminary Report (as hereinafter defined), as the same may be supplemented prior to the expiration of the Due Diligence Period or Buyer’s waiver of any remaining disapproved exceptions, within the applicable time deadlines.

2. Property Review. Buyer's approval of all aspects of the Property, after such examination, inspection, investigation and review as Buyer considers is appropriate to undertake, including, but not limited to, review of the following:
 - a) Documents. Receipt and review of documents delivered by Seller to Buyer, including but not limited to (1) copies of all documents relating to improvements on the Property, if any, in Seller's possession; (2) a copy of the most recent Phase I Environmental Assessment of the Property, if any; and (3) copies of any soils/geotechnical reports, engineering reports, surveys, and other environmental reports applicable to the Property which are in Seller's possession or under its reasonable control ("**Documents**").
 - b) Leases/Lease Agreements. Receipt and review of any leases and/or rental agreements affecting the Property and any matters regarding the leases, rental agreements, and/or tenants which Buyer may elect to investigate.
 - c) Survey. Preparation and review of a survey, at Buyer's discretion.
 - d) Other Matters. All other matters relating to the condition, value, fitness, suitability or use of the Property, including and all matters Buyer may deem necessary or appropriate.

5. Title.

- a. Preliminary Title Report. Within ten (10) days of Opening of Escrow, Escrow Holder shall cause Title Company to deliver an updated Preliminary Report ("**Preliminary Report**") to Buyer reflecting the current status of title to the Property, together with copies of all underlying documents for any additional title issues noted on the Property which were not otherwise provided with the Preliminary Report.
- b. Title Exceptions. Buyer shall have until the expiration of the Due Diligence Period to either approve of the exceptions contained in the Preliminary Report, or to notify Seller in writing, specifying any exceptions to which Buyer objects. If Buyer objects to any exceptions, Seller shall thereafter have a period of ten (10) business days (i) to remove, or agree to remove prior to the Closing, those exceptions to which Buyer has objected, and to notify Buyer of the same, or (ii) to notify Buyer in writing that Seller does not agree to remove some or all of those exceptions to which Buyer has objected. Failure by Seller to remove, or agree to remove, all of the specified exceptions within the specified period shall be deemed to be a failure of this condition, in which event, at Buyer's sole election to be made in writing and delivered to Seller and to Escrow Holder, this Agreement shall terminate, and the Parties shall have no further obligations hereunder, unless Buyer withdraws its objections in writing within ten (10) business days after Seller's written notice to Buyer that it does not agree to remove some or all of the exceptions to which

Buyer has objected. Any title exceptions not disapproved by Buyer in accordance with this Section 5(b) shall be referred to herein as “**Permitted Exceptions.**”

c. Liens. Seller shall convey to Buyer fee title to the Property free of all mortgages, deeds of trust, mechanics’ liens, and all other monetary liens other than current real estate taxes and current installments of special assessments which are liens not yet delinquent. Seller shall not, after the Effective Date, cause or permit any new liens, covenants, conditions, restrictions, easements or any other matter to encumber title to the Property by record or otherwise, except for real estate taxes and assessments which are not delinquent and utility easements required to service buildings or improvements located on the Property.

d. Title Policy. At the Closing, Seller shall convey all of its right, title and interest in and to the Property to Buyer by Quitclaim Deed subject only to the Permitted Exceptions. At the Closing, Escrow Holder’s title insurer (“**Title Company**”) shall issue to Buyer a CLTA owner’s policy of title insurance (“**Title Policy**”), together with any endorsements designated by Buyer, in the amount of the Purchase Price, subject only to the Permitted Exceptions. In the event that Buyer elects to obtain an ALTA owner’s policy of title insurance, it shall so notify Title Company. In such event, Buyer shall be responsible for (i) any ALTA survey (including the cost thereof) and (ii) the cost of such extended coverage.

6. Conditions for Close of Escrow.

a. Buyer’s Closing Conditions. Close of Escrow and the obligations of Buyer to purchase the Property are contingent upon satisfaction or waiver of each of the following conditions (“Closing Conditions”) at or prior to the Closing Date, each of which is for the sole benefit of Buyer, unless waived by Buyer in writing:

1. Title Insurance. Buyer’s review and approval of the Preliminary Report and any supplements, or Buyer’s waiver of any remaining disapproved exceptions and the Title Company’s issuance or commitment to issue the Title Policy to Buyer as of the Closing.
2. No Breach by Seller. All of the warranties and representations of Seller set forth in this Agreement shall be true and correct as of the Effective Date and the Closing.

b. Failure of Buyer's Conditions. In the event any of the conditions set forth above are not approved or waived by Buyer in writing within the time periods set forth in this Agreement, and provided Buyer is not in default, then this Agreement and the Escrow established hereunder shall terminate upon written notice by Buyer to Seller and Escrow Holder, all documents deposited into the Escrow shall be returned to the party who deposited the same without further instructions by either party to Escrow Holder. Any

termination by Buyer as a result of non-satisfaction of any of the Due Diligence Conditions shall be effective only if Buyer's written notice of termination is delivered to Seller and Escrow Holder prior to expiration of the Due Diligence Period. In the event of any termination pursuant to this Section 6(b), neither Party shall have any further obligation hereunder except as otherwise determined in this Agreement.

c. Seller's Closing Conditions. Close of Escrow and the Seller's obligation to complete the sale of the Property are subject to satisfaction of each of the following conditions at or prior to the Closing Date, each of which is for the sole benefit of Seller, unless waived by Seller in writing:

1. Buyer's Obligations. Buyer shall have timely performed Buyer's obligations under this Agreement.
2. Warranties and Representations. All of the warranties and representations of Buyer set forth in this Agreement shall be true and correct on the Effective Date and the Closing.

d. Failure of Seller's Conditions. In the event any of the conditions set forth in Section 6(c) above are not satisfied or waived by Seller in writing, and provided Seller is not then in default, then, upon written notice by Seller to Buyer, this Agreement and the Escrow established hereunder shall terminate, all documents deposited into Escrow shall be returned to the Party who deposited the same without further instructions by either Party to Escrow Holder and Seller shall retain the Deposit.

e. Return of Documents. If this Agreement is terminated for non-satisfaction of a condition or as a result of Buyer's default, Buyer shall deliver to Seller, within ten (10) days after such termination, all soils reports, maps, engineering studies, improvement plans, environmental or hazardous materials reports, appraisals and other information or documents relating to the Property which may have been provided by Seller to Buyer pursuant to this Agreement.

7. Default; Liquidated Damages; Refund of Deposit.

a. Buyer's Default. If Buyer fails to complete the purchase of the Property by reason of a breach of this Agreement by Buyer, Seller shall be released from its obligation to sell the Property to the Buyer and may terminate this Agreement and Seller shall retain the Deposit.

b. Seller's Default. If Seller defaults in its obligation under this Agreement to convey the Property to Buyer, Buyer's sole remedies shall be (i) to terminate this Agreement by giving written notice of such election prior to or at Closing, whereupon Escrow Holder shall promptly return the Deposit to Buyer and reimburse Buyer for Buyer's actual costs in connection with the negotiation of this Agreement and Buyer's due diligence investigations and studies of the Property (not to exceed \$15,000); or (ii) to enforce specific performance of this Agreement. Buyer waives any

relief or remedy not expressly permitted in this Section 7(b) including, without limitation, damages of any type including lost profits or consequential damages.

8. **Representations and Warranties.**

a. **Definitions.** For purposes of this Section 8, the following terms shall have the meanings set forth below.

1. **Environmental Laws.** As used in this Agreement, “**Environmental Laws**” shall mean all laws and regulations applicable to the physical condition of the Property or the presence of any substance thereon, including without limitation the Comprehensive Environmental Response, Compensation and Liability Act (42 U.S.C. Sections 9601 et seq.), the Resources Conservation and Recovery Act (42 U.S.C. Sections 6901 et seq.), the Clean Water Act (33 U.S.C. Sections 1251 et seq.), the Safe Drinking Water Act (42 U.S.C. Sections 300f et seq.), the Hazardous Materials Transportation Act (49 U.S.C. Sections 5101 et seq.), the Toxic Substance Control Act (15 U.S.C. Sections 2601-26293), the California Hazardous Waste Control Act (California Health and Safety Code Sections 25100-25600), and the Porter-Cologne Water Quality Control Act (California Health and Safety Code Sections 13000 et seq.), as any of the foregoing may be amended from time to time, and all regulations and publications implementing or promulgated pursuant to the foregoing.
2. **Hazardous Materials.** As used in this Agreement, “**Hazardous Materials**” includes, without limitation: (i) those materials included within the definitions of “hazardous substance,” “hazardous waste,” “hazardous material,” “toxic substance,” “solid waste,” or “pollutant or contaminant” in CERCLA, RCRA, TSCA, HMTA, or under any other Environmental Law; (ii) those materials listed in the United States Department of Transportation (DOT) Table [49 C.F.R. 172.101], or by the Environmental Protection Agency (EPA), or any successor agency, as hazardous substances [40 C.F.R. Part 302]; (iii) other substances, materials, and wastes that are or become regulated or classified as hazardous or toxic under federal, state, or local laws or regulations; and (iv) any material, waste, or substance that is a petroleum or refined petroleum product, asbestos, polychlorinated biphenyl, designated as a hazardous substance pursuant to 33 U.S.C.A. § 1321 or listed pursuant to 33 U.S.C.A. § 1317, a flammable explosive, or a radioactive material.

b. **Buyer’s Representations.** Buyer agrees, represents and warrants, as of the Effective Date of this Agreement and as of Close of Escrow, as follows: (i) Buyer has full legal right, power and authority to execute and fully perform its obligations under this Agreement; (ii) the persons executing this Agreement and other documents required

hereunder on behalf of Buyer are duly authorized to do so and (iii) Buyer's intended use of the Property will not be put to a use that is inconsistent with schools.

c. Seller's Representations and Warranties. Seller represents, warrants, and covenants to Buyer as of the Effective Date as follows:

1. Authority. Seller has full right, power, and lawful authority to enter into this Agreement, to grant, sell, and convey the Property to Buyer as provided herein, and to consummate the transactions contemplated hereby. Seller's entry into this Agreement has been duly authorized by all requisite action on the part of Seller and each person signing this Agreement as or on behalf of Seller is duly authorized to do so.
2. Environmental Compliance. Seller makes no representation or warranty as to the Property's compliance with any and all Environmental Laws, and all other federal, state, and local laws relating to Hazardous Materials, as herein defined.
3. Litigation. To Seller's knowledge, there is no litigation pending or threatened against Seller or involving the Property that: (1) arises out of the ownership of the Property or arises out of or pertains to any existing rental agreements or leases on the Property, or (2) might detrimentally affect the value of the Property or the use or operation of the Property or the ability of Seller to perform its obligations under this Agreement.
4. No Bankruptcy. Seller has not filed or been the subject of any filing of a petition under the Federal Bankruptcy Law or any federal or state insolvency laws or laws for composition of indebtedness or for the reorganization of debtors.
5. Documents. To Seller's knowledge, all copies of documents delivered to Buyer pursuant to this Agreement are or will be true and correct copies of originals.
6. Seller's Ongoing Representations and Warranties. Until the Closing, Seller shall, upon obtaining actual knowledge of any fact or condition, which would cause any of the warranties and representations in this Section 8 not to be materially true as of the Closing, promptly give written notice of such fact or condition to Buyer. Such exception to a representation shall not be deemed a breach by Seller, but shall constitute an exception which Buyer shall have a right to approve or disapprove if such exception would have a material, adverse effect on the value and/or use of the Property. If Buyer elects to close Escrow following disclosure of such information, Seller's representations and warranties shall be deemed to have been made as of the Closing, subject to such exception(s). If, following the disclosure of such information, Buyer elects not to close Escrow, then this Agreement and the Escrow shall automatically terminate, the Deposit shall be refunded to Buyer and neither Party shall have any further rights, obligations or liabilities under the terms of the Agreement.

d. Seller's Indemnification. Seller agrees to indemnify and hold Buyer free and harmless from any losses, damages, costs, or expenses (including attorney's fees) resulting from any inaccuracy in or breach of any representation or warranty of Seller and any breach or default by Seller under any of Seller's covenants or agreements under this Agreement.

e. Buyer's Indemnification. Buyer agrees to indemnify and hold Seller free and harmless from any losses, damages, costs, or expenses (including attorney's fees) resulting from any inaccuracy in or breach of any representation or warranty of Buyer and any breach or default by Buyer under any of Buyer's covenants or agreements under this Agreement.

f. Real Estate Commissions. Buyer represents and warrants to the Seller that no Buyer's broker or real estate agent has been employed or is entitled to a commission or compensation in connection with this transaction. Seller represents and warrants that there is no commission to be paid to seller's broker or real estate agent.

g. Survival of Representations and Warranties. All representations and warranties contained in this Agreement shall be deemed remade as of the date of Closing and shall survive the Closing.

9. Additional Obligations.

a. Notice of Violations. In the event that prior to Closing, Seller becomes aware of any Hazardous Materials or any other matter affecting the Property which violates any applicable law, Seller shall immediately give Buyer written notice of such matter and the provisions of Section 8(c)(8) above shall apply.

10. General Provisions.

a. Approvals. Whenever any consent, approval or verification of a Party is required, such Party shall not unreasonably withhold or delay such consent, approval or verification.

b. Assignment. Neither Seller nor Buyer may assign this Agreement in whole or in part, voluntarily or involuntarily, without the prior written consent of the other. Notwithstanding the foregoing Buyer may assign this Agreement to any affiliate of Buyer without the need for any consent on the part of Seller.

c. Attorneys' Fees. If a legal action or arbitration proceeding is brought by Buyer or Seller to enforce or interpret any of the provisions of this Agreement, or otherwise with regard to the Escrow or the Property, the Prevailing Party shall be entitled to recover all costs and reasonable attorneys' fees incurred in connection therewith. "**Prevailing Party**" within the meaning of this section shall include, without limitation, a Party who brings an action against the other after the other party is in breach or default, if such action is dismissed upon the other Party's payment of the sums allegedly due or performance of the covenant allegedly breached, or if the Party commencing such action or proceeding obtains substantially the relief sought by it in such action whether or not such action proceeds to a final judgment or determination.

d. Computation of Time Periods. All periods of time referred to in this Agreement shall include all Saturdays, Sundays and state or national holidays, unless the period of time specifies business days. The term "business days" means days other than Saturdays,

Sundays and state or national holidays. If the date or last date to perform any act or give any notice or approval shall fall on a Saturday, Sunday or state or national holiday, such act or notice shall be deemed to have been timely performed or given on the next business day.

e. Construction. The captions and paragraph headings used in this Agreement are inserted for convenience of reference only and are not intended to define, limit or affect the construction or interpretation of any term or provision. This Agreement shall not be construed as if it had been prepared by only Buyer or Seller, but rather as if both Buyer and Seller had prepared the same.

f. Counterparts, Facsimiles and Electronic Signatures. This Agreement or any escrow instructions pursuant to this Agreement may be executed in multiple copies, by facsimile or electronically signed (.pdf), each of which shall be deemed an original, but all of which shall constitute one Agreement after each Party has signed such a counterpart.

g. Entire Agreement. This Agreement, together with all exhibits attached hereto, constitutes the entire agreement between the Parties with respect to the purchase and sale of the Property. All prior or contemporaneous agreements, understandings, representations, warranties and statements, oral or written, are superseded. No subsequent agreement, representation, or promise made by either Party shall be of any effect unless it is in writing and executed by the Party to be bound.

h. Exhibits. All exhibits referred to are attached and incorporated herein by reference.

i. Further Assurances. The Parties agree to perform such further acts and to execute and deliver such additional documents and instruments as may be reasonably required in order to carry out the provisions of this Agreement and the intentions of the Parties.

j. Gender/Number. As used in this Agreement, the singular shall include the plural and the masculine shall include the feminine, wherever the context so requires.

k. Governing Law/Venue. This Agreement shall be governed, interpreted, construed and enforced in accordance with the laws of the State of California.

l. Modification. No modification, waiver, amendment or discharge of this Agreement shall be valid unless the same is in writing and signed by both Buyer and Seller. The escrow instructions shall be considered a part of this Agreement, and no provision in the escrow instructions shall supersede or contradict the provisions of this Agreement, unless the Parties agree in writing to such change. The exercise of any remedy provided by the provisions of this Agreement or at law or in equity shall not exclude any other remedy, unless it is expressly excluded.

m. No Other Inducement. The making, execution and delivery of this Agreement by the Parties has been induced by no representations, statements, warranties or agreements other than those expressed herein.

n. Notices. Any communication, notice, or demand of any kind whatsoever that either Party may be required or may desire to give to or serve upon the other shall be in writing and delivered by personal service (including express or courier service), by facsimile (if confirmed in writing sent by registered or certified mail, postage prepaid, return receipt requested), or by registered or certified mail, postage prepaid, return receipt requested, addressed as follows:

Seller: Twin Rivers Unified School District
Attn: Bill McGuire
5115 Dudley Blvd.
McClellan Park, CA 95652

Buyer: [Insert]

Either Party may change its address for notice by written notice given to the other in the manner provided in this Section. Any such communication, notice, or demand shall be deemed to have been duly given or served on the date personally served, if by personal service, one (1) day after the date of confirmed dispatch, if by facsimile, or three (3) days after being placed in the U.S. mail, if mailed.

o. Seller's Remedies. Seller's remedies in the event of a default by Buyer shall be limited to specific performance or the remedy provided in Section 7. In the event of a default by Seller, Buyer shall have the right to specifically enforce this Agreement, to recover damages or to pursue any other remedy available at law or in equity.

p. Severability. If any term, provision, covenant or condition of this Agreement is held to be invalid, void or otherwise unenforceable to any extent by any court of competent jurisdiction, the remainder of this Agreement shall not be affected, and each term, provision, covenant or condition of this Agreement shall be valid and enforceable to the fullest extent permitted by law.

q. Successors. Subject to the restriction on assignment contained herein, all terms of this Agreement shall be binding upon, inure to the benefit of, and be enforceable by the Parties and their respective heirs, legal representatives, successors, and assigns.

r. Time. Time is of the essence for each provision of this Agreement in which time is a factor, including without limitation all time deadlines for satisfying conditions and Close of Escrow.

s. Board Approval. This Agreement must be approved by the Board of Trustees of the Twin Rivers Unified School District ("**Board**") prior to its execution by Seller.

t. Development of Residential Units. Pursuant to Cal. Gov't Code § 54233 if the Buyer or its assignee will use the Property for the development of 10 or more residential units, 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 constitute 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.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed by their duly authorized representatives.

TWIN RIVERS UNIFIED SCHOOL
DISTRICT

By: _____

Its: _____

Date: _____

[BUYER]

By: _____

Date: _____

**EXHIBIT A
TO
PURCHASE AND SALE AGREEMENT
AND JOINT ESCROW INSTRUCTIONS**

LEGAL DESCRIPTION OF THE PROPERTY

[INSERT]

EXHIBIT B
TO
PURCHASE AND SALE AGREEMENT
AND JOINT ESCROW INSTRUCTIONS

QUITCLAIM DEED

Recording requested by (name):

And when recorded, mail this deed and tax
statements to (name and address):

QUITCLAIM DEED

APN: _____

| |
|---|
| DOCUMENTARY TRANSFER TAX \$ _____ |
| EXEMPTION (R&T CODE) _____ |
| EXPLANATION _____ |
| _____ |
| Signature of Declarant or Agent determining tax |

For a valuable consideration, receipt of which is hereby acknowledged,

(Disclaiming Party(ies))

hereby quitclaim(s) to _____
(Property Owner(s))

the following real property in the City of _____, County of _____, California: (insert legal description)

Date: _____
(Signature of declarant)

(Typed or written name of declarant)

Date: _____
(Signature of declarant)

(Typed or written name of declarant)

This form must be signed in front of a notary.