

AGREEMENT FOR PURCHASE AND SALE OF
REAL PROPERTY AND ESCROW INSTRUCTIONS

This AGREEMENT FOR PURCHASE AND SALE OF REAL PROPERTY AND ESCROW INSTRUCTIONS (the "Agreement") is dated for reference purposes only as of November 18, 2021 by and between THE COUNTY OF SONOMA, A POLITICAL SUBDIVISION OF THE STATE OF CALIFORNIA ("Seller"), and the CITY OF SANTA ROSA, a California Municipal Corporation ("Buyer"). The "Agreement Date" upon which this Agreement shall be effective shall be the later of the dates on which Seller or Buyer executes this Agreement set forth below their respective signature.

RECITALS

- A. Seller is the owner ("Owner") of that certain real property located at 601 Piezzi Road, Santa Rosa, California in the County of Sonoma, Sonoma County Assessor's Parcel Number 130-230-064 (the "Property");
- B. Buyer has been in exclusive use and possession of the Property since the 1980s for the operation, maintenance, and management of a City-owned sewer lift station;
- C. Buyer has had reasonable and sufficient opportunity to conduct due diligence for purposes of entering into this Agreement; and
- D. Seller now desires to sell the Property to Buyer, and Buyer desires to purchase the Property from Seller, in accordance with the terms and conditions contained in this Agreement.

AGREEMENT

NOW, THEREFORE, for and in consideration of the mutual covenants and agreements contained herein, and other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, Buyer and Seller hereby agree as follows:

1. PURCHASE AND SALE.

1.1 Agreement to Buy and Sell. Subject to the terms and conditions set forth herein, Seller agrees to sell and convey to Buyer, and Buyer hereby agrees to acquire and purchase from Seller, the Property and rights as follow. Seller hereby agrees that, as used herein, the term "Property" shall include the Property and all of Seller's right, title and interest in and to all entitlements, easements, rights, mineral rights, oil and gas rights, water, water rights, air rights, development rights, fee credits, and privileges appurtenant thereto and all improvements located on the Property at time of sale.

1.1.1 Purchase Price. The purchase price for the Property shall be Four Thousand Dollars (\$4,000.00) (the "Purchase Price"). The Purchase Price is payable as follows:

(a) Deposit. Within five (5) business days of the Agreement Date, Buyer shall deposit with Escrow Holder, as defined below, the sum of One Thousand Dollars (\$1,000.00) (the "Deposit"), all of which shall be applicable to the Purchase Price.

(b) Purchase Price Balance. Provided that all conditions to Buyer's obligations have been satisfied or expressly waived by Buyer in writing on or prior to the Closing Date, Buyer shall

deposit with Escrow Holder funds or such other instruments equaling the amount of the Purchase Price, less the Deposit already paid by Buyer (the "Purchase Price Balance").

(c) Independent Consideration. The Deposit includes the amount of One Hundred Dollars (\$100.00) (the "Independent Consideration") as independent consideration for Seller's performance under this Agreement and shall be retained by Seller in all instances. The Independent Consideration shall be non-refundable to Buyer as independent consideration for the rights extended to Buyer under this Agreement. The Independent Consideration shall be released to Seller immediately following Buyer's deposit of such funds into Escrow. In all instances under this Agreement in which Buyer elects to terminate or is deemed to have terminated the Agreement, and notwithstanding any return of the Deposit to Buyer as provided elsewhere in this Agreement, Seller shall retain the Independent Consideration. If Closing occurs, the Independent Consideration shall be applied against the Purchase Price.

1.2 Due Diligence Period; Termination. Buyer shall have the time periods provided in Section 3.2 (the "Due Diligence Dates") to conduct inspections and investigations of the Property to determine in Buyer's sole and absolute discretion whether to proceed with the purchase of the Property. The time period between the Agreement Date and the final Due Diligence Date is the "Due Diligence Period".

2. ESCROW AND CLOSING.

2.1 Opening of Escrow. Within five (5) business days after the Agreement Date, Buyer shall open escrow (the "Escrow") with an Escrow officer from Title Company (as defined below) (the "Escrow Holder") and shall deliver to Escrow Holder a copy of the fully executed Agreement or executed counterparts hereof along with the deposit amount. Escrow Holder shall thereupon prepare and submit to Seller and Buyer for approval escrow instructions incorporating this Agreement as part thereof and containing such other standard and usual provisions as may be requested by Escrow Holder and approved by Seller and Buyer in writing; provided, however, that no escrow instructions shall modify or amend any provision of this Agreement. In the event there is a conflict between any such standard or usual provisions and the provisions of this Agreement, the provisions of this Agreement shall control. As used in this Agreement the "Close of Escrow" shall mean the date a Quitclaim Deed conveying fee title to the Property to Buyer ("Quitclaim Deed") is recorded in the Office of the Recorder of Sonoma County (the "Official Records").

2.2 Escrow Fees and Other Charges. In connection with the Close of Escrow, Buyer shall pay all of the closing costs for the transaction, including the premium cost of the "Title Policy" (as defined in Section 3.1.3 below), Escrow Holder's fees and recording fees. In addition to these Escrow Fees and Other Charges and the Purchase Price, Buyer shall also pay Seller's administrative fees in an amount up to but not exceeding \$5,500.00 ("Administrative Fees"). Seller shall have no responsibility to pay any Closing costs.

2.3 Closing Date. Escrow shall close within four (4) months or sooner from the Agreement Date, or within four weeks following final approval from the Sonoma County Board of Supervisors, whichever occurs later ("Closing Date").

2.4 Closing Documents. The parties shall deposit the following with Escrow Holder prior to the Close of Escrow:

2.4.1 Buyer's Deliveries. Buyer shall deposit (a) the Purchase Price Balance; (b) Buyer's closing costs and prorations as provided in Section 2.2 above and 2.5.2 below (including the Administrative Fees); and (c) execution of the Buyer's acceptance of the Quitclaim Deed, as necessary to record same.

2.4.2 Seller's Deliveries. Seller shall deposit the Quitclaim Deed in the form attached as **Exhibit A** conveying fee title to the Property to Buyer, duly executed and acknowledged as required by Escrow Holder, subject only to the "Permitted Exceptions" (as defined in Section 3.1 below) applicable thereto.

2.4.3 Additional Instruments. Seller and Buyer shall each deposit such other instruments as are reasonably required by Escrow Holder or otherwise required to proceed to the Close of Escrow and consummate the sale of the Property in accordance with the terms of this Agreement.

2.5 Closing.

2.5.1 Actions by Escrow Holder. On the Closing Date, provided each of the conditions to the parties' obligations have been satisfied or waived, Escrow Holder shall undertake and perform the following acts in the following order:

- (a) Record the Quitclaim Deed in the Official Records and obtain conformed copies thereof for delivery to Buyer;
- (b) Instruct the County Recorder to return the original Quitclaim Deed to Buyer;
- (c) Distribute to Seller, or as Seller may instruct, the Purchase Price and Administrative Fees, and deliver to Seller (i) a conformed copy of the Quitclaim Deed reflecting recording information and (ii) a final settlement statement; and
- (d) Deliver to Buyer (i) a conformed copy of the Quitclaim Deed reflecting recording information and (ii) the original Title Policy.

2.5.2 Possession. Upon the Close of Escrow, exclusive possession of, and title to, the Property shall be conveyed to Buyer, subject only to the Permitted Exceptions shown in the Title Policy.

2.6 Failure to Close; Termination.

2.6.1 Buyer's Default. In the event of Buyer's default or breach of this Agreement after the expiration of the Due Diligence Period, as same be may be extended by Buyer, where such default or breach is not cured by Buyer within ten (10) days of Buyer's receipt from Seller of written notice of such default or breach, the Deposit paid by Buyer prior to such default or breach shall constitute liquidated damages as provided in Section 7 hereof, and same shall represent the sole remedy of Seller for any such breach or default by Buyer.

2.6.2 Seller's Default. In the event of Seller's default or breach of this Agreement where such default or breach is not cured by Seller within ten (10) days of Seller's receipt from Buyer of written notice of such default or breach, Buyer shall be entitled to pursue any and all remedies, in law and equity, available to it against Seller, including, without limitation, specific performance of this Agreement or termination of this Agreement, and may record a notice of pendency of action against the Property.

2.6.3 Cancellation Charges. In the event the failure to close is due to the default of one of the parties, the defaulting party shall bear the sole and full liability for paying any escrow and title cancellation fees and charges.

3. ACTIONS PENDING CLOSING.

3.1 Title Review.

3.1.1 Title Report. Buyer is in possession of a preliminary title report on the Property dated as of May 26, 2020 (“PTR”) from First American Title Company (the “Title Company”).

3.1.2 Permitted Exceptions. “Permitted Exceptions” shall mean all of those exceptions shown in the PTR. Buyer agrees to assume all liability for payment and satisfaction of all monetary liens or encumbrances, including but not limited to taxes and assessments not yet due or payable.

3.1.3 Title Policy. Buyer’s obligation to proceed to the Close of Escrow shall be conditioned upon the commitment of Title Company to issue an ALTA Owner’s Policy of Title Insurance, or such lesser policy as may be determined adequate by Buyer in its sole discretion (the “Title Policy”) showing title to the Property vested in Buyer with liability equal to the Purchase Price, subject only to the Permitted Exceptions. The Title Policy must provide coverage for the Property at City’s sole cost.

3.2 Due Diligence Investigation.

3.2.1 Phased Due Diligence: Buyer will undertake a phased schedule of due diligence during the Due Diligence Period as follows:

- (a) 30 days to complete all inspections and remove physical inspection contingencies.
- (b) 60 days (running concurrently with the 30 days in paragraph (a) above) to complete and approve all necessary environmental analysis for the purchase.
- (c) COVID Extension Right. Buyer shall use reasonable efforts to begin its due diligence, in compliance with all applicable laws, ordinances, rules and regulations, within ten (10) business days of the Agreement Date subject to any inability or delay of Buyer’s agents, consultants and/or representatives to carry out due diligence as a result of the Coronavirus (COVID-19). In the event that Buyer’s due diligence (including without limitation, the environmental analysis) is impaired or delayed directly or indirectly related to Coronavirus (COVID-19) or other public health emergency, and Buyer has not completed its due diligence within the Due Diligence Period, despite reasonable commercial efforts to do so, Buyer shall have the right to extend the Due Diligence Period for up to 3 months for periods of one month each (collectively, the “*Special Extension Right*”). The Special Extension Right shall be exercised by Buyer delivering written notice of such election (the “*Special Extension Notice*”) to Seller and Escrow Holder not less than two (2) days prior to the current expiration of the Due Diligence Period. The Due Diligence Period shall be extended for each one month extension period as such right is exercised by Buyer. Notwithstanding anything to the contrary, the Special Extension Right shall be in addition to any other rights available to Buyer pursuant to this Agreement.

3.2.2 Due Diligence Investigation. Buyer acknowledges and agrees that Seller is exempt from certain disclosure requirements for the sale of real property, including but not limited to California Civil Code § 1102 and 1103. Buyer further acknowledges and agrees that it has received a Natural Hazards Disclosure Report, which shall satisfy Seller’s statutory disclosure obligations. To the maximum extent permitted by law, Buyer waives and relinquishes any right to any further disclosures required by California law. During the Due Diligence Period, and any extension thereof, Buyer shall review, in its own discretion, the condition and suitability of the Property for Buyer’s intended use, including but not limited to any

development costs and physical conditions of the Property. From and after the Agreement Date through the Closing Date, Buyer, its agents, employees and contractors shall have the right to enter the Property as Buyer deems necessary in order to determine the condition and suitability of the Property. Specifically, but without limitation, Buyer may do soils tests and test for Hazardous Materials (as defined below), including drilling and taking underground core samples in appropriate locations on the Property (hereinafter “Buyer’s Disclosure Documents”), provided that Buyer shall restore the Property thereafter as nearly as possible and reasonable to its present condition. Buyer agrees that Buyer’s Disclosure Documents shall be delivered to Buyer’s legal counsel solely for the purpose of Buyer’s due diligence hereunder and shall not be released to anyone other than Seller, and Buyer’s employees and Buyer’s consultants reviewing the documents for the purposes of advising as to the condition of the Property, unless otherwise required by law. Buyer hereby agrees that Buyer’s Disclosure Documents shall be deemed confidential and not subject to release under the Public Records Act, to the fullest extent possible. In the event of any Public Record Act request, Buyer shall notify Seller prior to any release or disclosure of document. Buyer further agrees that it shall advise any of its employees and consultants reviewing such disclosure documents that the documents and their contents are intended to be confidential and shall not be disclosed. Buyer agrees to provide Seller copies of any inspection or investigation report obtained by Buyer hereunder. Buyer shall indemnify and hold harmless Seller from and against any and all claim, loss, expense damage and injury to person or property resulting from the negligent acts of Buyer, its employees, consultants, engineers, authorized agents and contractors on the Property, in connection with the performance of any investigation of the Property; provided that Buyer shall have no responsibility or liability for any act or omission of Seller or Seller’s agents, employees or contractors and/or for any adverse condition or defect on or affecting the Property not caused by Buyer or its employees, agents, contractors, or subcontractors but discovered or impacted during their inspections. Notwithstanding the foregoing, this Agreement shall not alter, modify, or cancel any of Buyer’s obligations regarding the Property that preceded this Agreement or arise from Buyer’s ongoing use and occupancy of the Property.

3.2.3 Removal of Contingency. Prior to the end of each of the due diligence periods as set forth in 3.2.1 above, Buyer shall notify Seller in writing of its removal of the contingencies associated with that phase.

3.2.4 If Buyer fails to communicate either removal or non-removal of any of the due diligence contingencies, Seller will give Buyer notice to perform and thereafter Buyer shall have ten (10) business days to communicate its removal or non-removal of any such contingency. If Buyer fails to communicate within said ten (10) business day period, then this Agreement shall terminate.

3.2.5 Termination. In the event that Buyer does not waive contingencies and elects not to proceed with the purchase, (a) the Deposit shall be returned to Buyer (without the requirement of any further writing signed by Seller) less the title and escrow costs to date of termination, (b) this Agreement and the Escrow shall terminate, and (c) the parties shall have no further obligation to one another with respect to this Agreement, except as otherwise expressly provided herein.

4 Closing Conditions.

4.1 The obligation of Buyer to purchase the Property is subject to the satisfaction of the following conditions as of the Closing Date (the “Conditions to Closing”), any of which may be waived in whole or in part by Buyer, in Buyer’s sole discretion, at or prior to the Closing Date.

- (a) Title Policy. At the Close of Escrow, the Title Company shall have committed to issue the Title Policy for the Property.

- (b) Representations, Warranties and Covenants. The representations and warranties of Seller shall be true on and as of the Closing Date with the same force and effect as if such representations and warranties were made on and as of Closing Date, and Seller shall have fully performed all obligations of Seller under this Agreement required to be performed on or before the Close of Escrow.
- (c) Board of Public Utilities Approval. The Board of Public Utilities for the City of Santa Rosa ("Board") shall have given its approval for the environmental review of the project pursuant to the California Environmental Quality Act and the purchase of the Property and said approval shall not be subject to any condition that has not been duly satisfied or waived by the Board, nor any challenge, threatened or pending, as of the Closing Date.
- (d) Sonoma County Board of Supervisors Approval. The Sonoma County Board of Supervisors must grant final approval of the terms and conditions of the sale of the Property to Buyer and formally declare the Property as "exempt surplus land" under the California Surplus Lands Act (Cal. Gov. Code § 54220 et seq.).

4.2 The obligation of Seller to convey the Property is subject to the satisfaction of the following conditions as of the Closing Date:

- (a) Sonoma County Board of Supervisors Approval. The Sonoma County Board of Supervisors must grant final approval of the terms and conditions of the sale of the Property to Buyer and formally declare the Property as "exempt surplus land" under the California Surplus Lands Act (Cal. Gov. Code § 54220 et seq.). In the event the Board of Supervisors does not satisfy these conditions, then Seller shall be excused from performance of any obligations stated hereunder.

5 REPRESENTATIONS, WARRANTIES AND COVENANTS.

5.1 Seller's Representations, Warranties and Covenants. To the best of its actual knowledge without duty of further inquiry, Seller hereby represents, warrants and covenants to Buyer as follow, all of which are being relied upon by Buyer in its purchase of the Property and all of which shall survive the Close of Escrow.

- (a) There are no mechanic's or materialman's liens, or similar claims or liens now asserted against the Property for work performed or commenced, at Seller's direction, prior to the date hereof other than as may be described in the PTR.
- (b) To the best of Seller's actual knowledge without duty of further inquiry, Seller has not caused any underground storage tanks to be located on or under the Property and neither Seller nor any party acting through or on behalf of Seller has used generated, manufactured, treated, stored, placed, deposited, or disposed of on, under, or about the Property or transported to or from the Property any flammable explosives, radioactive materials, hazardous wastes, toxic substances, or related materials (Hazardous Materials), which for purposes of this Agreement includes substances defined as "hazardous substances, hazardous materials, or toxic substances" in the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended (42 United States Code §9601, et seq.); the Hazardous Materials Transportation Act (49 United States Code §1801, et seq.); the Resource Conservation and Recovery Act (42 United States Code §6901, et

seq.); the substances defined as “hazardous wastes” in California Health and Safety Code §25117 or as “hazardous substances” in California Health and Safety Code §25316; and the chemicals known to cause cancer or reproductive toxicity as published in the Safe Drinking Water and Toxic Enforcement Act of 1986 (California Health and Safety Code §25249.5, et seq.); and in the regulations adopted and publications promulgated under each of the aforesaid laws). Notwithstanding the foregoing, Seller shall not be required to make and therefore makes no representations, warranties, or covenants regarding actions or omissions by Buyer, its agents, employees, contractors, or sub-contractors that occurred on the Property. Buyer acknowledges and agrees it is fully aware of any and all material facts affecting the Property that arise from Buyer’s past, current, and future occupancy, or that such information is readily available to Buyer.

- (c) As of the Close of Escrow, except for Buyer’s past and present use and occupancy of the Property, there shall be no leases, subleases, occupancies or tenancies pertaining to the Property entered into by Seller, and Seller has not granted anyone else a right of possession or use of the Property, including but not limited to any license, easement or prescriptive rights, except as otherwise specifically listed in the PTR (not including blanket or standard exceptions).
- (d) To Seller’s knowledge, there is no pending or threatened private or governmental litigation or condemnation by any governmental authority, person or entity against Seller relating to the Property that might, if it were adversely determined, result in a material adverse change in the Property. To Seller’s knowledge, there exists no other proceedings including but not limited to attachments, execution proceedings, assignments for the benefit of creditors, insolvency, bankruptcy, reorganization, which are pending or threatened against Seller or Seller’s interest in the Property, nor are any such proceedings contemplated by Seller.
- (e) Seller is not bankrupt or insolvent under any applicable Federal or State standard, has not filed for protection or relief under any applicable bankruptcy or creditor protection statute and has not been threatened by creditors with an involuntary application bankruptcy or creditor protection statute.
- (f) Seller is not entering into the transactions described in this Agreement with intent to defraud any creditor or to prefer the rights of one creditor over any other. Seller and Buyer have negotiated this Agreement at arm’s length and the consideration paid represent fair value for the assets to be transferred.
- (g) This Agreement and the performance of Seller’s obligations under it and all documents executed by Seller that are to be delivered to Buyer at the Closing are, or on the Closing Date shall be, duly authorized, executed, and delivered by Seller and are, or at the Closing Date shall be, legal, valid, and binding obligations of Seller, and do not, and on the Closing Date shall not, violate any provision of any agreement or judicial order to which Seller is a party or to which Seller or the Property is subject. To the best of Seller’s knowledge, no consent of any judicial or administrative body, government agency, or other party is required for Seller to enter into or to perform Seller’s obligations under this Agreement, except the final approval by the Board of Supervisors of the terms of this Agreement and a final declaration that the Property is “exempt surplus land” under the California Surplus Lands Act.

- (h) Seller is not a foreign person and is a “United States Person” as such term is defined in §7701(a)(30) of the Internal Revenue Code of 1986, as amended.

Each of the representations and warranties made by Seller in this Agreement, or in any exhibit or on any document or instrument delivered pursuant hereto, shall be true and correct in all material respects on the date hereof, and shall be deemed to be made again as of the Close of Escrow, and shall be true and correct in all material respects. The truth and accuracy of each of the representations and warranties, and the performance of all covenants of Seller contained in this Agreement, are conditions precedent to the Close of Escrow. Seller shall notify Buyer immediately of any facts or circumstances, which are contrary to the foregoing representations and warranties contained in this Section.

5.2 Buyer’s Representations and Warranties.

- (a) Buyer represents and warrants that it is a California charter city, validly existing under the laws of the State of California, and has the capacity and full power and authority to enter into and carry out the agreements contained in and the transactions contemplated by, this Agreement, and that this Agreement has been duly authorized and executed by Buyer and, upon delivery to and execution by Seller, shall be a valid and binding Agreement of Buyer in accordance with its terms.
- (b) Buyer is a sophisticated buyer, and except as expressly provided in this Agreement, is purchasing the property “as-is”, “where is” and with all faults. Buyer has full opportunity to inspect the Property before committing to purchase. This Agreement is made subject to all existing liens, encumbrances, conditions, and restrictions of record affecting the Property and, except as such instruments are expressly superseded herein. SELLER MAKES NO WARRANTY OR REPRESENTATION OF ANY KIND CONCERNING THE CONDITION OF THE PROPERTY, OR THE FITNESS OF THE PROPERTY FOR THE USE INTENDED BY BUYER, AND HEREBY DISCLAIMS ANY PERSONAL KNOWLEDGE WITH RESPECT THERETO, IT BEING EXPRESSLY UNDERSTOOD BY THE PARTIES THAT SELLER HAS GRANTED BUYER ADEQUATE OPPORUNITY TO CONDUCT DUE DILIGENCE AND OBTAIN ALL NECESSARY PERMITS AND APPROVALS. Buyer does hereby waive, with respect to conditions existing as of the date of this Agreement, all warranties of any type or kind of description, with respect to conditions existing as of the date of this Agreement, including, without limitation, those of fitness for particular purpose or use. Buyer shall be responsible for all due diligence requirements prior to execution of the Agreement at Buyer’s sole cost and expense.
- (c) Buyer agrees to accept the Property “as-is” and assume any and all responsibility for liens, claims, damages, penalties, and liabilities of any kind or nature arising from Buyer’s past, present, or future use, operation, or maintenance of the Property, and will defend, indemnify and hold Seller harmless from any and all such claims.

6 CONDEMNATION.

If, prior to the Close of Escrow, any portion of the Property is taken by an entity by condemnation or with the power of eminent domain or if the access thereto is reduced or restricted thereby

(or is the subject of a pending taking which has not yet been consummated), the Seller shall immediately notify Buyer of such fact. In such event, Buyer shall have the right, in Buyer's sole discretion to terminate this Agreement and the Escrow upon written notice to Seller and Escrow Holder not later than seven (7) days after receipt of Seller's notice thereof. If this Agreement and the Escrow are so terminated, all documents and funds, including the Deposit, less the Independent Consideration shall be returned by Escrow Holder to Buyer, and neither party shall have any further rights or obligations hereunder, except for payment of escrow cancellation fees which shall be borne equally by Buyer and Seller. Alternatively, Buyer may proceed to consummate the transaction provided for herein at Buyer's sole election, in which event Seller shall assign and turn over, and the Buyer shall be entitled to receive and keep, any and all awards made or to be made in connection with such condemnation or eminent domain, and the parties shall proceed to the Close of Escrow pursuant to the terms hereof, without any reduction in the Purchase Price.

7. REMEDIES.

a. Buyer's Remedies.

If Seller breaches this Agreement, Buyer shall be entitled to pursue all remedies permitted herein and by law, including the remedy of specific performance. No termination of the escrow by Buyer following a breach by Seller shall be deemed to waive such breach or any remedy otherwise available to Buyer.

b. Seller's Remedies/ LIQUIDATED DAMAGES.

BUYER AND SELLER EACH AGREE THAT IN THE EVENT OF A DEFAULT OR BREACH HEREUNDER BY BUYER, THE DAMAGES TO SELLER WOULD BE EXTREMELY DIFFICULT AND IMPRACTICABLE TO ASCERTAIN, AND THAT THEREFORE, IN THE EVENT OF A DEFAULT OR BREACH BY BUYER, WHICH DEFAULT OR BREACH IS NOT CURED WITHIN TEN (10) BUSINESS DAYS AFTER WRITTEN NOTICE IS GIVEN BY SELLER TO BUYER, THE DEPOSIT DELIVERED BY BUYER PRIOR TO SUCH BREACH OR DEFAULT (COLLECTIVELY, THE "THE DEPOSIT AMOUNT") SHALL SERVE AS LIQUIDATED DAMAGES FOR SUCH BREACH OR DEFAULT BY BUYER, AS A REASONABLE ESTIMATE OF THE DAMAGES TO SELLER, INCLUDING COSTS OF NEGOTIATING AND DRAFTING THIS AGREEMENT, COSTS OF COOPERATING IN SATISFYING CONDITIONS TO CLOSING, COSTS OF SEEKING ANOTHER BUYER, OPPORTUNITY COSTS IN KEEPING THE PROPERTY OUT OF THE MARKETPLACE, AND OTHER COSTS INCURRED IN CONNECTION HERewith. DELIVERY TO AND RETENTION OF THE RELEASE OF THE DEPOSIT AMOUNT TO SELLER SHALL BE SELLER'S SOLE AND EXCLUSIVE REMEDY AGAINST BUYER IN THE EVENT OF A MATERIAL DEFAULT OR BREACH BY BUYER, AND SELLER WAIVES ANY AND ALL RIGHT TO SEEK OTHER RIGHTS OR REMEDIES AGAINST BUYER, INCLUDING WITHOUT LIMITATION, SPECIFIC PERFORMANCE. THE PAYMENT AND RETENTION OF THE DEPOSIT IS NOT INTENDED TO BE A FORFEITURE OR PENALTY WITHIN THE MEANING OF CALIFORNIA CIVIL CODE SECTIONS 3275 OR 3369 BUT IS INTENDED TO CONSTITUTE LIQUIDATED DAMAGES TO SELLER PURSUANT TO CALIFORNIA CIVIL CODES SECTIONS 1671, 1676 AND 1677. SELLER HEREBY WAIVES THE PROVISIONS OF CALIFORNIA CIVIL CODE SECTION 3389. UPON ANY SUCH BREACH OR DEFAULT BY BUYER HEREUNDER, THIS AGREEMENT SHALL BE TERMINATED AND NEITHER PARTY SHALL HAVE ANY FURTHER RIGHTS OR OBLIGATIONS HEREUNDER, EACH TO THE OTHER, EXCEPT FOR THE RIGHT OF SELLER TO RETAIN SUCH LIQUIDATED DAMAGES.

Seller's Initials: cg

Buyer's Initials: JN

8. GENERAL PROVISIONS.

8.1 Broker's Fees. Buyer hereby represents and warrants that Buyer has not been represented by any agent or broker in connection with this transaction. Each party shall be responsible for paying any commission or finder's fee incurred by it in connection with this Agreement and the sale and purchase of the Property, if any. Each party agrees to and does hereby indemnify and hold the other harmless against any person or entity claiming by, through or under Buyer or Seller, as applicable. This indemnification shall survive the Close of Escrow.

8.2 Notices. All notices and demands which either party is required or desires to give to the other shall be given in writing by certified mail, return receipt requested with appropriate postage paid, by personal delivery, by facsimile or by private overnight courier service to the address of facsimile number set forth below for the respective party, provided that if any party gives notice of a change of name or address or number notices to that party shall thereafter be given as demanded in that notice. All notices and demands so given shall be effective only upon the receipt by the party to whom notice or demand is being given. Email may be used for convenience but not as official notice unless otherwise agreed by the parties.

If to Seller: County of Sonoma
Department of General Services
2300 County Center Drive Suite A200
Santa Rosa, CA 95403
Attn: Real Estate Manager
Phone: 707-565-3468
Email: sandra.oberle@sonoma-county.org

If to Buyer: City of Santa Rosa
Attn: Real Estate Manager
69 Stony Circle
Santa Rosa, CA 95401
Phone: 707-543-4246
Email: jscott@srcity.org

With copy to
Buyer's Legal
Counsel: City Attorney's Office
100 Santa Rosa Avenue, Room 8
Santa Rosa, CA 95404
Phone: 707-543-3040
Email: sgallagher@srcity.org

If to Escrow Holder: First American Title Company
627 College Avenue
Santa Rosa, CA 95404

8.3 Counterparts and Electronic Signatures. This Agreement and future documents relating thereto may be executed in two or more counterparts, each of which will be deemed an original and all of which together constitute one Agreement. Counterparts and/or signatures delivered by facsimile, pdf or

City of Santa Rosa-approved electronic means have the same force and effect as the use of a manual signature. Both Buyer and Seller wish to permit this Agreement and future documents relating thereto to be electronically signed in accordance with applicable federal and California law. Either Party to this Agreement may revoke its permission to use electronic signatures at any time for future documents by providing notice pursuant to this Agreement. The Parties agree that electronic signatures, by their respective signatories are intended to authenticate such signatures and to give rise to a valid, enforceable, and fully effective Agreement. Either Party reserves the right to reject any digital signature that cannot be positively verified by the other as an authentic electronic signature.

8.4 Entire Agreement. This Agreement, together with all exhibits hereto and any documents referred to herein, if any, constitute the entire agreement among the parties hereto with respect to the subject matter hereof, and supersede all prior understandings and agreements. Only a writing signed by both parties may modify this Agreement. All exhibits to which reference is made in this Agreement are deemed incorporated in this Agreement whether or not actually attached.

8.5 Partial Invalidity. If any provision of this Agreement is held by a court of competent jurisdiction to be invalid or unenforceable, the remainder of the Agreement shall continue in full force and effect and shall in no way be impaired or invalidated, and the parties agree to substitute for the invalid or unenforceable provision a valid and enforceable provision that most closely approximates the intent and economic effect of the invalid or unenforceable provision.

8.6 Choice of Law. This Agreement and each and every related document are to be governed by and construed in accordance with, the laws of the State of California.

8.7 Interpretation. Each party has had the opportunity to seek and received independent legal advice from its Attorneys with respect to the advisability of executing this Agreement and the meaning of the provisions hereof. The provisions of this Agreement shall be construed as to the fair meaning and not for or against any party based upon any attribution of such party as the sole source of the language in question.

8.8 Time of Essence. Time shall be of the essence as to all dates and time of performance, whether they are contained herein or contained in any escrow instructions to be executed pursuant to this Agreement, and all escrow instructions shall contain a provision to this effect. If any date for the performance of an action or delivery of a notice contemplated under this Agreement falls on a Saturday, Sunday or holiday, then the date for the performance of such action or delivery of such notice shall be automatically extended to the next business day.


8.9 Mediation. The parties hereto agree to mediate any dispute or claim arising between them out of this Agreement or any resulting transaction before resorting to court action. Mediation is a process by which parties attempt to resolve a dispute or claim by submitting it to an impartial, neutral mediator, who is authorized to facilitate the resolution of the dispute, but who is not empowered to impose a settlement on the parties. Mediation fees shall be divided equally among the parties involved.

8.10 Waiver. No waiver by a party of any provision of this Agreement shall be considered a waiver of any other provision or any subsequent breach of the same or any other provision, including the time for performance of any such provision. The exercise by a party of any remedy provided in this agreement or at law shall not prevent the exercise by that party of any other remedy provided in this agreement or at law.

[signatures appear on following page]


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

SELLER:
THE COUNTY OF SONOMA,
A POLITICAL SUBDIVISION OF THE STATE OF CALIFORNIA

By: 
Name: Caroline Judy
Title: Director, General Services Department


Dated: Nov 19, 2021

Approved as to form:

By: 
Name: Matthew Cody
Title: Deputy County Counsel

Dated: Nov 19, 2021

BUYER:
CITY OF SANTA ROSA,
A MUNICIPAL CORPORATION

By: 
Jason Nutt
Assistant City Manager

Dated: 10/26/2021

Approved as to form:

BEST BEST & KRIEGER, LLP


By: 
Ethan Walsh

EXHIBIT A
FORM OF QUITCLAIM DEED

**RECORDING REQUESTED BY
AND WHEN RECORDED MAIL TO**

City of Santa Rosa
Department of Planning & Economic Development
Engineering Development Services
100 Santa Rosa Ave, Room 5
Santa Rosa, CA 95404

EXEMPT FROM RECORDING FEES PURSUANT
TO GOVERNMENT CODE SECTION 27383

SPACE ABOVE THIS LINE FOR RECORDER'S USE
APN: 130-230-064

Quitclaim Deed

The undersigned Grantor(s) declare(s): _____ is exempt from property taxes.
(Rev & Tax Code 11922)

Documentary transfer tax is \$ -0-.

- Computed on full value of property conveyed, or
- Computed on full value less value of liens and encumbrances remaining at time of sale.
- Unincorporated area City of Santa Rosa, and

FOR A VALUABLE CONSIDERATION, receipt of which is hereby acknowledged,
THE COUNTY OF SONOMA, A POLITICAL SUBDIVISION OF THE STATE OF CALIFORNIA

hereby QUITCLAIMS to
THE CITY OF SANTA ROSA, A MUNICIPAL CORPORATION

the following described real property in the City of Santa Rosa, County of Sonoma, State of California:

SEE ATTACHED EXHIBIT A.

Dated: _____, 2021

THE COUNTY OF SONOMA,
A POLITICAL SUBDIVISION OF THE STATE OF
CALIFORNIA

By: _____

(Name)
(Title)

ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California
County of _____)

On _____ before me, _____, Notary Public
(insert name and title of the officer)

personally appeared _____,
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature

(Seal)

CERTIFICATE OF ACCEPTANCE

This is to certify that the interest in real property conveyed herein is hereby accepted by order of the Board of Public Utilities pursuant to Resolution No. _____ dated _____, 2021, and grantee consents to recordation thereof by its duly authorized officer.

CITY OF SANTA ROSA,
A Municipal Corporation

By: _____
Jason Nutt, ACM, Director

Dated: _____

EXHIBIT A

LEGAL DESCRIPTION

Real property in the unincorporated area of the County of Sonoma, State of California, described as follows:

PARCEL ONE:

A PARCEL OF REAL PROPERTY SITUATE, LYING AND BEING IN THE SOUTHEAST ONE-QUARTER OF SECTION 24, TOWNSHIP 7 NORTH, RANGE 9 WEST, M.D B. & M; BEING ALSO A PORTION OF THE SANTA ROSA GOLF AND COUNTRY CLUB PARCEL DESCRIBED BY DEED RECORDED IN BOOK 1484 OF OFFICIAL RECORDS, PAGE 162, SONOMA COUNTY RECORDS AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A 6-INCH BY 6-INCH CONCRETE MONUMENT MARKING THE MOST SOUTHEASTERLY CORNER OF LOT 15, BLOCK 1, AS DELINEATED ON THE MAP OF WILLOWSIDE ESTATES, SUBDIVISION NO. 1, FILED IN BOOK 78 OF MAPS, PAGES 5, 6 AND 7, SONOMA COUNTY RECORDS, SAID POINT OF BEGINNING BEING ON THE WEST LINE OF THE 60 FOOT WIDE PUBLIC RIGHT-OF-WAY KNOWN AS PIEZZI ROAD; THENCE ALONG SAID WEST RIGHT-OF-WAY LINE SOUTH 00°12'56" EAST, A DISTANCE OF 45.21 FEET TO A POINT; THENCE LEAVING AND AT RIGHT ANGLES TO SAID WEST RIGHT-OF-WAY LINE SOUTH 89°47'04" WEST, A DISTANCE OF 40.00 FEET TO A POINT; THENCE PARALLEL TO AND 40.00 FEET DISTANT FROM SAID WEST RIGHT-OF-WAY LINE NORTH 00°12'56" WEST, A DISTANCE OF 52.45 FEET TO A POINT ON THE SOUTH LINE OF THE BEFORESAID LOT 15; THENCE ALONG THE SAID SOUTH LINE OF LOT 15 SOUTH 79°57'28" EAST, A DISTANCE OF 40.65 FEET TO THE POINT OF BEGINNING.

PARCEL TWO:

AN ACCESS EASEMENT FOR THE PURPOSE OF INGRESS TO AND EGRESS FROM THE ABOVE DESCRIBED PARCEL "A", SAID ACCESS EASEMENT LYING AND BEING IN THE SOUTHEAST ONE-QUARTER OF SECTION 24, TOWNSHIP 7 NORTH, RANGE 9 WEST, M.D.B. & M.; SAID ACCESS EASEMENT BEING OVER A PORTION OF THE LANDS OF THE SANTA ROSA GOLF AND COUNTRY CLUB AS DESCRIBED BY DEED RECORDED IN BOOK 1484 OF OFFICIAL RECORDS, PAGE 162, SONOMA COUNTY RECORDS AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT A 6-INCH BY 6-INCH CONCRETE MONUMENT MARKING THE MOST SOUTHEASTERLY CORNER OF LOT 15, BLOCK 1, AS DELINEATED ON THE MAP OF WILLOWSIDE ESTATES, SUBDIVISION NO. 1, FILED IN BOOK 78 OF MAPS, PAGES 5, 6 AND 7, SONOMA COUNTY RECORDS, SAID POINT OF COMMENCEMENT BEING ON THE WEST LINE OF THE 60 FOOT WIDE PUBLIC RIGHT-OF-WAY KNOWN AS PIEZZI ROAD; THENCE ALONG SAID WEST RIGHT-OF-WAY SOUTH 00°12'56" EAST, A DISTANCE OF 45.21 FEET TO THE TRUE POINT OF BEGINNING OF THE HEREIN DESCRIBED ACCESS EASEMENT, SAID TRUE POINT OF BEGINNING ALSO BEING THE SOUTHEASTERLY CORNER OF THE ABOVE DESCRIBED PARCEL "A"; THENCE CONTINUING ALONG THE SAID WEST RIGHT-OF-WAY LINE SOUTH 00°12'56" EAST, A DISTANCE OF 12.22 FEET TO A POINT, SAID POINT ALSO BEING THE NORTHEASTERLY CORNER OF THE SANTA ROSA GOLF AND COUNTRY CLUB PARCEL DESCRIBED BY DEED RECORDED IN BOOK 2734 OFFICIAL RECORDS AT PAGE 66, SONOMA COUNTY RECORDS; THENCE LEAVING SAID WEST RIGHT-OF-WAY LINE AND ALONG THE NORTH LINE OF THE SAID LANDS OF THE SANTA ROSA GOLF AND COUNTRY CLUB SOUTH

89°47'04" WEST, A DISTANCE OF 20.00 FEET TO A POINT; THENCE PARALLEL TO AND 20.00 FEET DISTANT FROM SAID WEST RIGHT-OF-WAY LINE NORTH 00°12'56" WEST, A DISTANCE OF 12.22 FEET TO A POINT, SAID POINT ALSO BEING ON THE SOUTH LINE OF THE ABOVE DESCRIBED PARCEL "A"; THENCE ALONG THE SOUTH LINE OF PARCEL "A" NORTH 89°47'04" EAST, A DISTANCE OF 20.00 FEET TO THE TRUE POINT OF BEGINNING.

PARCEL THREE:

AN ACCESS EASEMENT FOR THE PURPOSE OF INGRESS TO AND EGRESS FROM THE ABOVE DESCRIBED PARCEL "A", SAID ACCESS EASEMENT LYING AND BEING IN THE SOUTHEAST ONE-QUARTER OF SECTION 24, TOWNSHIP 7 NORTH, RANGE 9 WEST, M.D.B. & M.; SAID ACCESS EASEMENT BEING OVER A PORTION OF THE LANDS OF THE SANTA ROSA GOLF AND COUNTRY CLUB AS DESCRIBED BY DEED RECORDED IN BOOK 2734 OF OFFICIAL RECORDS, PAGE 66, SONOMA COUNTY RECORDS AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT A 6-INCH BY 6-INCH CONCRETE MONUMENT MARKING THE MOST SOUTHEASTERLY CORNER OF LOT 15, BLOCK 1, AS DELINEATED ON THE MAP OF WILLOWSIDE ESTATES, SUBDIVISION NO. 1, FILED IN BOOK 78 OF MAPS, PAGES 5, 6 AND 7, SONOMA COUNTY RECORDS, SAID POINT OF BEGINNING BEING ON THE WEST LINE OF THE 60 FOOT WIDE PUBLIC RIGHT-OF-WAY KNOWN AS PIEZZI ROAD, THENCE ALONG SAID WEST RIGHT-OF-WAY LINE SOUTH 00°12'56" EAST, A DISTANCE OF 57.43 FEET TO THE TRUE POINT OF BEGINNING OF THE HEREIN DESCRIBED ACCESS EASEMENT, SAID TRUE POINT OF BEGINNING ALSO BEING THE NORTHEASTERLY CORNER OF THE BEFORE SAID SANTA ROSA GOLF AND COUNTRY CLUB PARCEL DESCRIBED IN THE DEED RECORDED IN BOOK 2734 OF OFFICIAL RECORDS, PAGE 66, SONOMA COUNTY RECORDS; THENCE CONTINUING ALONG THE SAID WEST RIGHT-OF-WAY LINE OF PIEZZI ROAD SOUTH 00°12'56" EAST, A DISTANCE OF 9.78 FEET TO A POINT; THENCE LEAVING AND AT RIGHT ANGLES TO SAID WEST RIGHT-OF-WAY LINE SOUTH 89°47'04" WEST, A DISTANCE OF 20.00 FEET TO A POINT; THENCE PARALLEL TO AND 20.00 FEET DISTANT FROM SAID WEST RIGHT-OF-WAY LINE NORTH 00°12'56" WEST, A DISTANCE OF 9.78 FEET TO A POINT ON THE NORTH LINE OF THE SAID LANDS OF THE SANTA ROSA GOLF AND COUNTRY CLUB RECORDED IN BOOK 2734 OF OFFICIAL RECORDS, PAGE 66, SONOMA COUNTY RECORDS; THENCE ALONG SAID NORTH LINE OF THE SANTA ROSA GOLF AND COUNTRY CLUB NORTH 89°47'04" EAST, A DISTANCE OF 20.00 FEET TO THE TRUE POINT OF BEGINNING.










PURCHASE AGREEMENT PIEZZI execution copy

Final Audit Report

2021-10-26

Created:	2021-10-15
By:	Stephanie Valkovic (SValkovic@srcity.org)
Status:	Signed
Transaction ID:	CBJCHBCAABAATicCbPacb5TyDB5Orxc-90qwwwT6tv64

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-  Document created by Stephanie Valkovic (SValkovic@srcity.org)
2021-10-15 - 5:42:35 PM GMT- IP address: 98.210.41.242
-  Document emailed to Ethan Walsh (ethan.walsh@bbklaw.com) for signature
2021-10-15 - 5:47:25 PM GMT
-  Email viewed by Ethan Walsh (ethan.walsh@bbklaw.com)
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-  Email viewed by Ethan Walsh (ethan.walsh@bbklaw.com)
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-  Document e-signed by Ethan Walsh (ethan.walsh@bbklaw.com)
Signature Date: 2021-10-26 - 2:53:50 PM GMT - Time Source: server- IP address: 74.116.243.2
-  Document emailed to Jason Nutt (jnutt@srcity.org) for signature
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PURCHASE AGREEMENT PIEZZI execution copy - signed

Final Audit Report

2021-11-19

Created:	2021-11-18
By:	Pamela Asselmeier (Pamela.Asselmeier@sonoma-county.org)
Status:	Signed
Transaction ID:	CBJCHBCAABAA6CfpkB7VztfOgpEbZUScQDbZyG1ViKLC

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-  Agreement completed.
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