

**AGREEMENT FOR CONVEYANCE OF  
REAL PROPERTY**

PSA-SPI-2025-007

This AGREEMENT FOR CONVEYANCE OF REAL PROPERTY (“Agreement”) is dated for reference purposes only as of \_\_\_\_\_, 2025, and is made by and between the COUNTY OF SONOMA, a political subdivision of the State of California (“County”), and THE TOWN OF WINDSOR, a California municipal corporation (“Windsor”). The “Agreement Date” upon which this Agreement shall be effective shall be the later of the dates on which either party executes this Agreement as set forth below their respective signature.

RECITALS

- A. County is the owner of seven (7) portions of real property located in the Town of Windsor, the County of Sonoma. The real properties are separate and noncontiguous and commonly referred to as Assessor's Parcel Numbers 161-380-067, 161-380-066, 161-162-039, 161-170-039, 164-040-002, 163-012-019, 164-140-002) (collectively the "Properties"); and
- B. Windsor desires to acquire the Properties for certain governmental and/or development purposes; and
- C. County desires to convey the Properties to Windsor, and Windsor desires to acquire the Properties from County, in accordance with the terms and conditions contained in this Agreement.

AGREEMENT

NOW, THEREFORE, for good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, Windsor and County hereby agree as follows:

1. CONVEYANCE.

1.1 Transfer. Subject to the terms and conditions set forth herein, County shall convey to Windsor, and Windsor shall acquire from County, the Properties (the “Transaction”). The term “Properties” shall include the Properties and any improvements located thereon at time of conveyance.

1.2 No Monetary Consideration. The Properties shall be conveyed for no monetary consideration.

1.3 Due Diligence. Windsor represents and acknowledges that it has had full opportunity to conduct any and all inspections and investigations of the Properties that may be necessary or appropriate in Windsor's sole and absolute discretion as to whether to acquire the Properties.

1.4 Title. This Agreement is made subject to all existing liens, encumbrances, conditions, and restrictions which may affect the Properties, or any portion thereof. Windsor shall obtain any title report or title-related information it may elect, at its own cost and expense. Windsor may obtain at its election and cost any policy of title insurance it deems appropriate, however the Transaction shall consummate notwithstanding any title exception or any other matter affecting title. Windsor agrees to assume all liability for payment and satisfaction of all monetary liens or encumbrances, including but not limited to taxes and assessments, service charges, utilities district fee, not yet due or payable.

1.5 Disclosures. Windsor acknowledges and agrees that County is exempt from certain disclosure requirements for the sale of real property, including but not limited to California Civil Code § 1102 and 1103. Windsor further acknowledges and agrees that it has received a Natural Hazards Disclosure Report pertaining to the Properties, which shall satisfy County's statutory disclosure obligations. To the maximum extent permitted by law, Windsor waives and relinquishes any right to any further disclosures required by California law.

2. CONSUMMATION OF TRANSACTION.

2.1 Quitclaim Deed. At Closing, County shall convey the Properties to Windsor by a good and sufficient Quitclaim Deed, substantially in the form attached hereto as Exhibit [x].

2.2 Costs and Other Charges. Windsor shall pay all closing costs for the Transaction, including the premium cost of any title insurance elects to receive, any escrow fees if Windsor elects to use the service of an escrow holder, and recording fees. County shall have no responsibility to pay any closing costs. Windsor shall also pay County Three Thousand Dollars (\$3,000.00), reflecting County's administrative costs relating to the Transaction.

2.3 Due Diligence. Windsor shall be responsible for all due diligence requirements, at Windsor's sole cost and expense

2.4 Closing Date. The Transaction shall close within 30 days following the latter of the following: final approval from the Sonoma County Board of Supervisors and the Town of Windsor Town Council, if applicable or other decision making body ("Closing Date").

2.4 Closing Documents. The parties shall execute and exchange the following:

2.4.1 County's Deliveries. County shall deposit the Quitclaim Deed, duly executed and acknowledged.

2.4.2 Windsor's Deliveries. Windsor shall execute and deposit a Certificate of Acceptance of the Quitclaim Deed, as necessary to record same.

2.4.3 Additional Instruments. County and Windsor shall each deposit such other instruments as are reasonably required to proceed to consummate the Transaction in accordance with the terms of this Agreement.

2.5 Consummation of Transaction; Closing.

2.5.1 Contingencies to Closing. The obligation of County to convey the Properties is subject to satisfaction of the following contingencies:

- (a) Issuance of HCD Approval. County's receipt of formal approval from the California Department of Housing and Community Development (HCD) of the County's Resolution declaring the Properties to be "exempt surplus land".
- (b) Issuance of Govt Code 65402 compliance. Issuance by Windsor or its Planning Commission, of all necessary General Plan and conformity reports, including under Government Code Section 65402.

2.5.2 Closing. On the Closing Date, provided each of the above contingencies and each of the conditions to the parties' obligations have been satisfied or duly waived, the Parties shall undertake and perform the following acts in the following order:

- (a) County shall deliver the duly executed and acknowledged Quitclaim Deed to the Town of Windsor;
- (b) Within ten (10) days of receipt of the deed, Windsor shall attach its original Certificate of Acceptance of the Quitclaim Deed;
- (c) Windsor shall promptly submit the deed to the County Recorder for recordation in the Official Records;
- (d) Windsor shall instruct the County Recorder to return the original Quitclaim Deed to Windsor in and obtain conformed copies thereof for delivery to County and Windsor;
- (e) Windsor shall pay the Administrative Fees to County within ten (10) days of recordation of the deed;
- (f) To the extent there are any real property taxes owed, the parties shall instruct that the same are cancelled.

### 3. REPRESENTATIONS AND WARRANTIES

#### 3.1 Windsor's Representations and Warranties.

- (a) Windsor represents and warrants that it is a California municipal corporation, 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 Transaction and this Agreement, and that this Agreement has been duly authorized and executed by Windsor and, upon delivery to and execution by County, shall be a valid and binding Agreement on Windsor in accordance with its terms.
- (b) Windsor is a sophisticated buyer and acknowledges that, except as otherwise expressly stated in this Agreement, no representation or warranty of any kind, express or implied, has been made with respect to the Properties, or any of them, by County or any of County's officers, managers, directors, employees, agents, representatives or attorneys including without limitation to any of the following with regard to the Properties, or any of them:
  - a. Soils, Etc. Soils, seismic, groundwater, hydrological, geological and topographical conditions and configurations;
  - b. Physical Condition. Quality, nature, adequacy and physical conditions;
  - c. Title. The condition of the title;
  - d. Artifacts. The presence of archaeological, prehistoric and historic artifacts, remains and relics;
  - e. Hazardous Materials. The presence of hazardous materials at, on, in, under or about the Properties or any neighboring locations;
  - f. Endangered Species. The presence of endangered, protected or regulated plant, animal or insect species;

- g. Environmental Concerns. The presence of any other environmental conditions, including wetlands;
- h. Size and Area. The size and area of land and the suitability of the topography;
- i. Utilities. The availability, location and accessibility of any utilities including, but not limited to, water, electric, gas, cable TV, phone, refuse disposal, police and fire;
- j. Laws. The applicability of any laws, rules or regulations of any governmental authorities, including zoning, building permit and architectural and site requirements;
- k. Redevelopment. The character, nature and extent of any development fees, exactions, dedications or other impositions of any governmental authorities imposed as a condition to construct or operate improvements thereon;
- l. Suitability. Fitness, suitability, value or adequacy for any particular use;
- m. Access. Access to public roads or proposed routes of roads or extensions thereof;
- n. Other Matters. Any other matter which may affect suitability for Windsor's purpose;
- o. Compliance. Compliance with any applicable codes, laws, statutes, ordinances, regulations, rules, covenants, conditions or restrictions of any governmental or quasigovernmental entity or of any other person or entity; and
- p. Feasibility. Any other matter relating to the Properties or to Windsor's intended use(s), including, but not limited to, value, feasibility, costs, offsite costs, governmental requirements and entitlements, marketability or investment return.

(c) Windsor represents and acknowledges it has had full opportunity to inspect and investigate the Properties, either independently or through agents of Windsor's choosing, and to conduct any and all due diligence which may be appropriate, before committing to this Agreement and to accepting the Properties. Windsor agrees that, in entering into this Agreement and by the time of Closing, Windsor shall have conducted a full and complete investigation of all matters which, in Windsor's judgment, affect the suitability of the Properties for Windsor's purposes, including, but not limited to, as to the items set forth above.

3.2 AS-IS CONVEYANCE. EXCEPT AS EXPRESSLY SET FORTH IN THIS AGREEMENT, COUNTY IS NOT MAKING AND HAS NOT AT ANY TIME MADE ANY WARRANTIES OR REPRESENTATIONS OF ANY KIND OR CHARACTER, EXPRESS OR IMPLIED, WITH RESPECT TO THE PROPERTIES, OR ANY OF OR ANY PART OF THEM, INCLUDING, BUT NOT LIMITED TO, ANY WARRANTIES OR REPRESENTATIONS AS TO HABITABILITY, MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. UPON CLOSING, COUNTY SHALL CONVEY TO WINDSOR AND WINDSOR SHALL ACCEPT EACH PROPERTY "AS IS, WHERE IS, WITH ALL FAULTS." EXCEPT AS EXPRESSLY SET FORTH IN THIS AGREEMENT, WINDSOR HAS NOT RELIED, AND WILL NOT RELY, ON, AND COUNTY IS NOT LIABLE FOR OR BOUND BY, ANY EXPRESS OR IMPLIED WARRANTIES, GUARANTIES, STATEMENTS, REPRESENTATIONS OR INFORMATION PERTAINING TO ANY OF THE PROPERTIES OR RELATING THERETO MADE OR FURNISHED BY COUNTY OR ANY OF ITS OFFICERS, EMPLOYEES, OR AGENTS, TO WHOMEVER MADE OR GIVEN, DIRECTLY OR INDIRECTLY, ORALLY OR IN WRITING, UNLESS SPECIFICALLY SET FORTH IN THIS AGREEMENT.

WINDSOR ACKNOWLEDGES THAT THE PURCHASE PRICE REFLECTS AND TAKES INTO ACCOUNT THAT THE PROPERTIES ARE BEING SOLD "AS IS."

- 3.3 Release. Without limiting the above, Windsor waives its right to recover from County and from County's officers, employees, or agents, and forever releases and discharges County from any and all damages, claims, losses, liabilities, penalties fines, liens, judgments, costs, or expenses whatsoever (including, without limitation, attorney' fees and costs), whether direct or indirect, known or unknown, foreseen or unforeseen that may arise on account of or in any way be connected with any condition of the Properties, or any of them, or any portion thereof, or any law or regulation applicable thereto, including, without limitation, any federal, state, local or administrative agency ordinance law, rule, regulation, order, or requirement relating to environmental conditions or hazardous materials.

In connection with the release above, Windsor expressly waives all rights, benefits, and protections of Section 1542 of the California Civil Code and all similar laws. California Civil Code Section 1542 reads as follows:

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

Windsor acknowledges that it is represented by counsel and that Windsor understands the significance of executing this Agreement and the general release of all claims set forth above.

4. CONDEMNATION. If, prior to Closing, any portion of the Properties 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 County shall immediately notify Windsor of such fact. In such event, Windsor shall have the right, in Windsor's sole discretion to terminate this Agreement upon written notice to County not later than seven (7) days after receipt of County's notice thereof. If this Agreement is so terminated, all documents and funds shall be returned to the party that deposited them, and neither party shall have any further rights or obligations hereunder, except for payment of any escrow cancellation fees which shall be borne by Windsor.

5. GENERAL PROVISIONS.

- 5.1 Broker's Fees. Windsor hereby represents and warrants that Windsor 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 Properties, 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 the indemnifying party. This indemnification shall survive this Agreement.

- 5.2 Notices. All notices and demands which either party is required or desires to give to the other shall be given in via email, or 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 County: County of Sonoma  
Public Infrastructure  
400 Aviation Blvd., Suite 100  
Santa Rosa, CA 95403  
Attn: Real Estate Manager  
Phone: 707 565 2550  
Email: SPI-RealEstate@sonomacounty.gov

If to Windsor: Town of Windsor  
Attn: Manager  
  
Santa Rosa, CA  
Phone: 707-  
Email:

With copy to Windsor's Legal  
Counsel: Windsor Attorney's Office  
  
, CA 95  
Phone: 707  
Email:

- 5.3 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 party-approved electronic means have the same force and effect as the use of a manual signature. Both Windsor and County wish to permit this Agreement and future documents relating thereto to be electronically signed in accordance with applicable federal and California law. Either party 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. Each party reserves the right to reject any digital signature that cannot be positively verified by the other as an authentic electronic signature.
- 5.4 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.
- 5.5 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.

- 5.6 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.
- 5.7 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.
- 5.8 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.
- 5.9 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.

COUNTY:

THE COUNTY OF SONOMA,  
a political subdivision of the State of California

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

Dated: \_\_\_\_\_

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

Dated: \_\_\_\_\_

Approved as to form:

\_\_\_\_\_  
Deputy County Counsel

WINDSOR:  
TOWN OF WINDSOR,  
a municipal corporation

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

Dated: \_\_\_\_\_

Approved as to form:



**EXHIBIT A**  
**FORM OF QUITCLAIM DEED**

This Recording requested by:  
Town of Windsor

**When recorded mail to:**

Town of Windsor  
9291 Old Redwood Highway, Building 400  
Windsor, CA 95492  
Attn: Town Clerk

EXEMPT FROM RECORDING FEES PER  
GOVERNMENT CODE §§6103, 27383

Space above this line for Recorder's use.

**Doc. Transfer Tax -- \$0.00 (R&T Code §11922, conveyance to public agency)**

**APN's: 161-162-039, 161-170-039, 161-380-066, 161-380-067, 164-040-002, 163-012-019, and 164-140-002**

**QUITCLAIM DEED**

**COUNTY OF SONOMA**, a political subdivision of the State of California, herein called "**Grantor**", hereby remises, releases and forever quitclaims, without any representation or covenant, to **THE TOWN OF WINDSOR**, a municipal corporation, herein called "**Grantee**", the real properties legally described at Exhibit A and depicted at Exhibit B and incorporated herein by this reference, in the Town of Windsor, County of Sonoma, California.

IN WITNESS WHEREOF, this instrument is hereby executed on behalf of the County of Sonoma, this \_\_\_\_ day of \_\_\_\_\_, 20\_\_.

**GRANTOR:**

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

By: \_\_\_\_\_  
Name: Johannes J. Hoevertsz  
Title: Director, Public Infrastructure

Dated: \_\_\_\_\_

## 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, \_\_\_\_\_  
(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)

**Exhibit A**

Assessor's Parcel No.'s: 161-162-039, 161-170-039, 161-380-066, 161-380-067, 164-040-002, 163-012-019, and  
164-140-002

**[Attach legal description]**

**Exhibit B**

**[Attach Plat]**

**CERTIFICATE OF ACCEPTANCE**  
(Government Code 27281)

This is to certify that the interests in real property conveyed by the Quitclaim Deed dated \_\_\_\_\_, 20\_\_\_\_, and executed \_\_\_\_\_, 20\_\_\_\_, from **COUNTY OF SONOMA**, a political subdivision of the State of California to the **Town of Windsor**, a municipal corporation in the County of Sonoma, State of California, is hereby accepted on \_\_\_\_\_, 20\_\_\_\_, on behalf of the Town of Windsor, pursuant to the authority conferred by Resolution No. \_\_\_\_\_ of the Town of Windsor as adopted on \_\_\_\_\_, and the Grantee consents to recordation thereof by its duly authorized officer.

**Commented [JF1]:** TBD. Defer to Town on mechanism for acceptance authority

\_\_\_\_\_  
Public Works Director/Town Engineer, Town of Windsor

**Commented [JF2]:** TBD. Defer to Town on acceptance authority

Reference APN: **161-162-039, 161-170-039, 161-380-066, 161-380-067, 164-040-002, 163-012-019, and 164-140-002**

EXHIBIT A

LEGAL DESCRIPTION

161-380-067, 161-380-066, 161-162-039, 161-170-039, 164-040-002, 163-012-019, 164-140-002)

[to be attached]