

REAL PROPERTY PURCHASE AND SALE AGREEMENT

**330 HEWETT STREET
SANTA ROSA, CALIFORNIA**

THIS AGREEMENT is entered into and effective _____, 2025 (“Effective Date”), by and between **Sonoma County Water Agency**, a body corporate and politic, organized and existing under and by virtue of the laws of the State of California, (“Seller”), and **<Enter Buyers Vesting>** (“Buyer”).

RECITALS

WHEREAS, Seller owns and is offering for sale the real property located at 330 Hewett Street, Santa Rosa, and identified by the Sonoma County Assessor’s Office as Assessor’s Parcel Numbers 010-700-015 and more completely described as follows:

That certain real property conveyed to the Sonoma County Water Agency by that certain Grant Deed recorded August 3, 2016, as Document Number 2016066324 of Official Records of County of Sonoma (hereafter referred to as “Property”); and

WHEREAS, Buyer desires to purchase Property, and

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

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

AGREEMENT

1. Property Included in Sale. Seller hereby agrees to sell and convey to Buyer, and Buyer hereby agrees to purchase from Seller, subject to the terms and conditions set forth herein, the following:

(a) that certain real property identified by the Sonoma County Assessor’s Office as Assessor’s Parcel Number 010-700-015 and more particularly described in Exhibit “A”, and shown for reference in Exhibit “A-1”, attached hereto (hereinafter referred to as the "Property"); and

(b) all rights, privileges and easements appurtenant to the Real Property, including, without limitation, all minerals, oil, gas and other hydrocarbon substances on and under the Property, as well as all development rights, air rights, water, and water stock relating to the Property and any other easements, rights-of-way or appurtenances used in connection with the beneficial use and enjoyment of the Property (all of which are collectively referred to as the "Appurtenances").

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

2. Purchase Price for the Property.

(a) The purchase price of the Property is <Enter purchase price> (\$000,000) (the "Purchase Price").

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

- (i) Buyer shall provide a nonrefundable deposit (hereafter referred to as the "Deposit") in the amount of <Enter Amount> Thousand Dollars (\$00,000) to escrow (See Closing and Escrow below) within five (5) days of the Effective Date of this Agreement. Buyer shall deposit the Deposit with <Enter name of> Title Company (Escrow #), <Enter Title Company Address>. In the event the sale of the Property as contemplated hereunder is consummated, the Deposit shall be credited against the purchase price of the Property. In the event the sale of the Property is not consummated because of a default under this Agreement solely on the part of Seller, the Deposit shall be returned to Buyer. If said sale is not consummated for any other reason, including without limitation, a default by Buyer hereunder, then the Deposit shall be paid to and retained by Seller as liquidated damages. The parties have agreed that Seller's actual damages, in the event of such a default by Buyer, would be extremely difficult or impracticable to determine. Therefore, by placing their initials below, the parties acknowledge that the Deposit has been agreed upon after negotiation, as the parties' reasonable estimate of Seller's damages.

Seller _____

Buyer _____

- (ii) The balance of the Purchase Price (\$000,000) shall be deposited into escrow with <Enter name of> Title Company no later than 10:00 a.m. three (3) business day before the Closing Date (as defined below) and shall be paid to Seller at the closing of the sale contemplated hereunder.

- (iii) The Closing Date shall be sixty (60) days after the Effective Date of this Agreement and shall be considered under the terms herein as the "Closing." Upon mutual agreement of the parties in writing, the Closing Date may be changed to an earlier date or may be extended for a reasonable period of time. The General Manager of the Sonoma County Water Agency ("Sonoma Water") may act on behalf of the Seller in agreeing to a change in the Closing Date pursuant to this paragraph. <Enter Buyer> may act on behalf of the Buyer in agreeing to a change in the Closing Date pursuant to this paragraph.

3. Title to the Property.

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

- (i) Any exceptions disclosed by a preliminary title report and any other exceptions to title, which would be disclosed by an inspection and/or survey of the Property.
- (ii) The Notice of Affordable Housing Requirement per Government Code Section 54233.5, attached hereto as Exhibit "C."

All the foregoing exceptions shall be referred to collectively as the "Conditions of Title."

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

4. Buyer's Examination.

4.1 Buyer's Independent Investigation.

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

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

(ii) The physical condition of the Property, including, without limitation, the presence or absence of Hazardous Materials (as defined below), and all other physical and functional aspects of the Easement Areas. For the purposes hereof, "Hazardous Materials" shall mean any substance, chemical, waste or other material which is listed, defined or otherwise identified as "hazardous" or "toxic" under any federal, state, local or administrative agency ordinance or law or any material that because of its quantity, concentration, or physical or chemical characteristics, poses a significant, present or potential hazard to human health or safety or to the environment if released into the environment, or any regulation, order, rule or requirement adopted hereunder, as well as any formaldehyde, urea, polychlorinated biphenyls, petroleum, petroleum product or by-product, crude oil, natural gas, natural gas liquids, liquefied natural gas, or synthetic gas usable for fuel or mixture thereof, radon, asbestos, and "source," "special nuclear" and "by-product" material as defined in the Atomic Energy Act of 1985, 42 U.S.C. §§ 3011 *et seq.*

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

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

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

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

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

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

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

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

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

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

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

(ix) The condition of title to the Property.

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

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

4.2 Release.

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

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

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

Buyer

5. Closing and Escrow.

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

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

(c) The Closing hereunder shall be held and delivery of all items to be made at the Closing under the terms of this Agreement shall be made at the offices of the Title Company sixty (60) days from the date of this Agreement (the “Closing Date”). Such date may not be extended without the prior written approval of both Seller and Buyer, except as otherwise expressly provided in this Agreement.

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

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

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

(i) Funds necessary to close this transaction, in accordance with Paragraph 2 above.

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

(g) Real property taxes, property related fees, and expenses normal to the operation and maintenance of the Property, if any, shall be prorated as of 12:01 a.m. on the date the Grant Deed is recorded on the basis of a 365-day year. Seller and Buyer hereby agree that if any of the aforesaid proration cannot be calculated accurately on the Closing Date, then the same

shall be calculated within thirty (30) days after the Closing Date and either party owing the other party a sum of money based on such subsequent proration(s) shall promptly pay said sum to the other party, together with interest thereon at the rate of ten percent (10%) per annum from the Closing Date to the date of payment if payment is not made within ten (10) days after delivery of a bill therefor.

(h) Buyer shall assume the full amount of any assessments or bonds on the Property, if any. Buyer shall pay the premium for the policy of title insurance, the cost of any transfer taxes applicable to the sale, recording fees, and all other costs and charges of the escrow for the sale.

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

(a) <Buyer information>; and

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

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

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

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

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

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

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

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

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

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

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

9. Possession. Possession of the Property shall be delivered to Buyer on the Closing Date.

10. Miscellaneous.

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

Buyer: <Enter Buyer information>

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

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

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

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

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

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

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

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

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

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

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

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

Buyer: **<Enter buyers vesting>**

By: _____
<Enter signature name>

Seller: **Sonoma County Water Agency**

By: _____
Grant Davis
General Manager

APPROVED AS TO FORM:

By: _____
Chief Deputy County Counsel

SAMPLE

EXHIBIT A
Legal Description

Real property situated in the City of Santa Rosa, County of Sonoma, State of California, described as follows:

Parcel One as described in that certain Grant Deed, recorded August 3, 2016 as Doc. 2016-066324, Official Records of Sonoma County (hereafter referred to as Doc. 2016-066324), being more particularly described as follows:

Beginning at a point on the northeastern boundary of Parcel One as described in that certain Individual Grant Deed, recorded March 1, 2001 as Doc. 2001-022704, Official Records of Sonoma County (hereafter referred to as Doc. 2001-022704), as the said northeastern boundary is shown upon that certain Record of Survey filed August 19, 1985 in Book 372 of Maps, at page 40, Official Records of the said County of Sonoma (hereafter referred to as 372 Maps 40), said point bears North $29^{\circ}27'31''$ West 145.19 feet from the southeastern terminus of the northeastern boundary of the lands shown on said Record of Survey; Thence from said Point of Beginning, westerly along the southerly boundary of Parcel One (Doc. 2016-066324), South $71^{\circ}44'00''$ West 162.85 feet more or less, to a point on the eastern boundary of the real property granted to the City of Santa Rosa by that certain Grant Deed recorded June 27, 1972 in book 2640 of Official Records, beginning at page 360, Official Records of the said County of Sonoma (hereafter referred to as 2640 O.R. 360), said point on the eastern boundary being a point on a curve concave easterly, having a radius of 1157.00 feet; Thence northerly along the said eastern boundary (2460 O.R. 360) the following the courses:

1. Along the arc of said curve, from a tangent that bears North $15^{\circ}24'56''$ West, deflecting to the right through a central (delta) angle of $10^{\circ}48'31''$, for an arc distance (length) of 218.26 feet to a point of tangency of said curve;
2. Thence North $01^{\circ}17'44''$ West 38.15 feet to the beginning of a tangent curve, concave southeasterly, and having a radius of 15.00 feet;
3. Thence northeasterly along the arc of said curve, deflecting to the right through a central (delta) angle of $61^{\circ}50'13''$, for an arc distance (length) of 16.19 feet to a point on the southeastern boundary of Hewett Street (formerly Eight Street) being the northwestern boundary of Block 16 as depicted upon that certain map entitled "Plot of H.T. Hewetts' Addition to Santa Rosa" filed in the office of the Recorder on June 15, 1876, in book 1 of Maps, page 18, Sonoma County Records (hereafter referred to as 1 Maps 18);

Thence along the said southeastern boundary of Hewett Street being the said northwestern boundary of Block 16 (1 Maps 18), North $60^{\circ}32'29''$ East 44.22 feet to the northeastern boundary of said Block 16 (1 Maps 18);

Thence southeasterly along the said northeastern boundary of said Block 16 (1 Maps 18), South $29^{\circ}27'31''$ East 145.06 feet to its intersection with the northwestern boundary of the real property described in that certain Grant Deed, recorded November 21, 1996 as Doc. 1996-0104340, Sonoma County Official Records (hereafter referred to as Doc. 1996-0104340);

Thence traversing the boundaries of said real property (Doc. 1996-0104340), the following three courses:

1. Southwesterly along the said northwestern boundary of said real property (Doc. 1996-0104340), South 60°32'29" West 3.97 feet to the western-most corner thereof;
2. Thence southeasterly along the southwestern boundary of said real property (Doc 1996-0104340), South 29°27'31" East 91.01 feet to the southernmost corner thereof;
3. Thence northeasterly along the southeastern boundary of said real property (Doc. 1996-0104340), North 61°41'29" East 3.97 feet to its intersection with the said northeastern boundary of Block 16 (1 Maps 18);

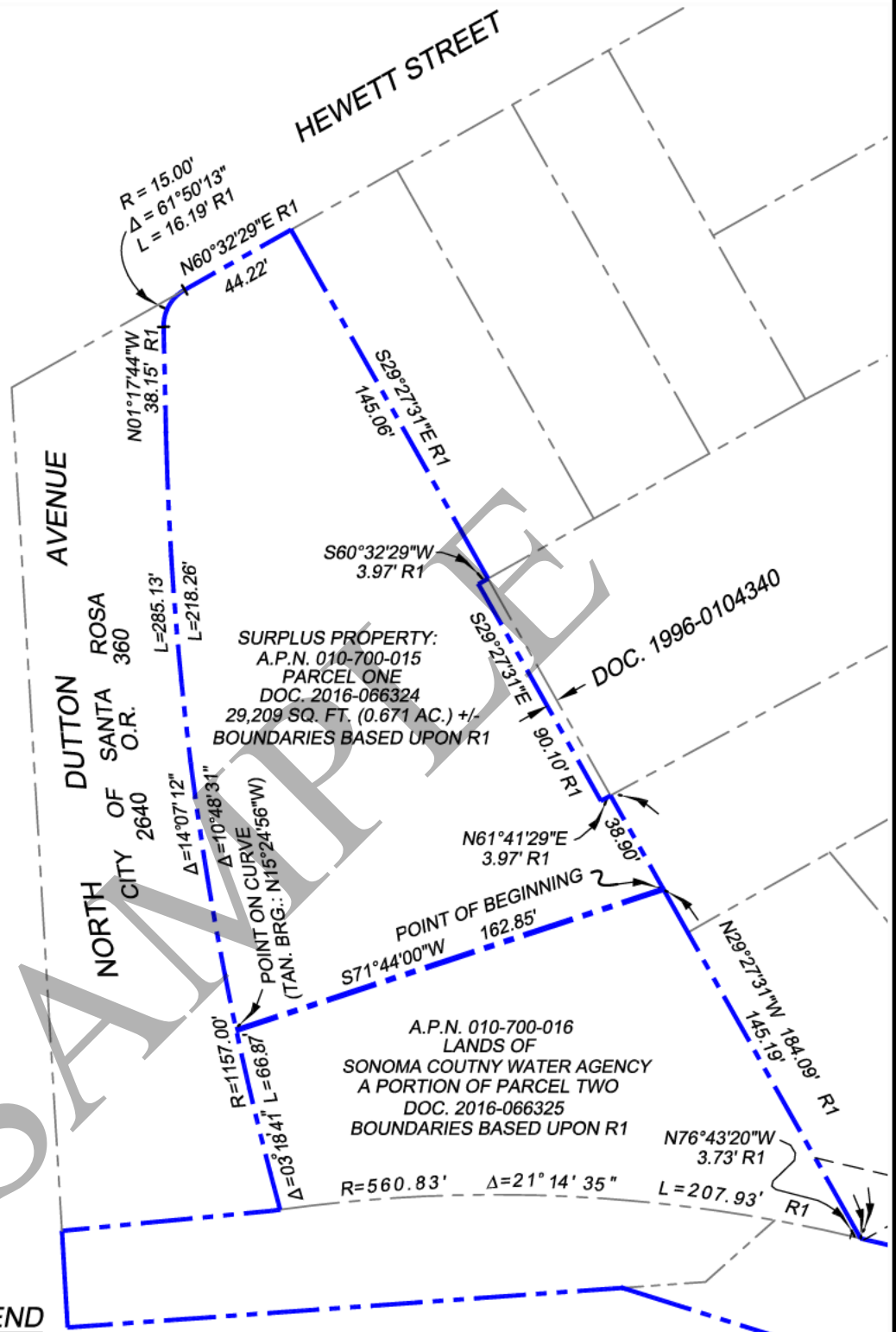
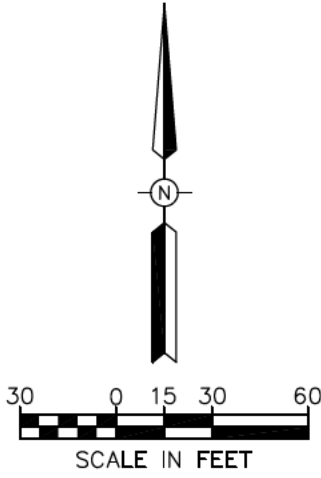
Thence southeasterly along the said northeastern boundary of Block 16 (1 Maps 18), South 29°27'31" East 38.90 feet to the Point of Beginning, encompassing 29,209 square feet (0.671 acres), more or less, being Sonoma County Assessor's Parcel Number (A.P.N.) 010-700-015.

End of Legal Description

This legal description and its accompanying plat were prepared by me, or under my direction in September of 2018 on behalf of the Sonoma County Water Agency (Sonoma Water).



9.18.18
Date



SURPLUS PROPERTY:
 A.P.N. 010-700-015
 PARCEL ONE
 DOC. 2016-066324
 29,209 SQ. FT. (0.671 AC.) +/-
 BOUNDARIES BASED UPON R1

A.P.N. 010-700-016
 LANDS OF
 SONOMA COUNTY WATER AGENCY
 A PORTION OF PARCEL TWO
 DOC. 2016-066325
 BOUNDARIES BASED UPON R1

DOC. 1996-0104340



REVISIONS		
REV.	DATE	BY

PLAT TO ACCOMPANY LEGAL DESCRIPTION

EXHIBIT A-1

SURPLUS PROPERTY

330 HEWETT STREET, SANTA ROSA, CA

PROJECT/TASK:	3624-05
DATE :	09/18/18
DRAWN BY:	
CHECKED BY:	JM
SHEET NO.	1 OF 1

EXHIBIT "B"

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

(SPACE ABOVE FOR RECORDER'S USE ONLY)

APN: 010-700-015

GRANT DEED

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

All that certain real property conveyed to the Sonoma County Water Agency by that certain Grant Deed recorded August 3, 2016, as Document Number 2016066324 of Official Records of the County of Sonoma, described in Exhibit "A", and shown for reference in Exhibit "A-1".

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

By: _____
Grant Davis
General Manager

Date: _____

Approved as to Form:

By: _____
Chief Deputy County Counsel

Date: _____

EXHIBIT "C"

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

Sonoma County Water Agency
404 Aviation Blvd.
Santa Rosa, CA 95403

(SPACE ABOVE FOR RECORDER'S USE ONLY)

Exempt from fees per GC 27383 & GC 27388.1(a)(2)(D)
APN: 010-700-015

Executed or Recorded by Public Agency

**NOTICE OF AFFORDABLE HOUSING COVENANT
PER GOVERNMENT CODE SECTION 54233.5**

NOTICE IS HEREBY GIVEN THAT:

By resolution of its governing board on January 14, 2025, the real property described in Exhibit "A" and shown for reference in Exhibit "A-1" (hereinafter the "Property") was declared surplus by the Sonoma County Water Agency ("Sonoma Water"), a body corporate and politic, organized and existing under and by virtue of the laws of the State of California. The Property is now subject to the requirements set forth in Government Code section 54233.5, which provides as follows:

"If a local agency that is a district, excepting those whose primary mission or purpose is to supply the public with a transportation system, disposes of surplus land where local zoning permits development of 10 or more residential units or is rezoned within five years of the disposal to permit the development of 10 or more residential units, and 10 or more residential units are developed on the property, not less than 15 percent of the total number of residential units developed on the parcel shall be sold or rented 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 for rental housing and 45 years for ownership housing. The initial occupants of all ownership units shall be lower income households, and the units shall be subject to an equity sharing agreement consistent with the provisions of paragraph (2) of subdivision (c) of Section 65915. These requirements shall be contained in a covenant or restriction recorded against the 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. This section shall not apply to projects as defined in subdivision (j) of Section 32121 of the Health and Safety Code. A local agency shall provide a copy of any restrictions recorded against the property to the Department of Housing and Community Development in a form prescribed by the department."