



**73658 Old Dale Road  
Twentynine Palms, CA**

**Real Estate Public Auction Bid Package**

# CONTENTS

## DOCUMENTS

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BID SHEET

DRAFT PURCHASE AND SALE AGREEMENT

# **BID PACKAGE TO PURCHASE REAL PROPERTY**

**PUBLIC AUCTION DATE: OCTOBER 16, 2019**

The information contained in this package was obtained from sources deemed reliable, but is **NOT** guaranteed, and is furnished solely as an aid to prospective buyers.

**MINIMUM BID - \$35,000**

## **BIDDING PROCEDURES:**

1. Complete the Bid Package to Purchase Real Property.
2. Enclose the completed form and the required deposit of \$2,000 by certified or cashier's check in an envelope using the address and identification at the bottom of this page. **NO CASH DEPOSIT WILL BE ACCEPTED.**
3. Make deposits payable to: **Fidelity National Title**
4. The bidder's name and mailing address should be shown on the upper left-hand corner of the envelope.
5. **ENVELOPES NOT PROPERLY MARKED, OR OPENED PRIOR TO THE SALE MAY BE DISQUALIFIED.**
6. **Send by certified mail, or hand deliver with check and Bid to Purchase Real Property to arrive not later than 5:00 p.m., October 15, 2019 to:**

Board Governed County Service Area 70 – TV5  
c/o County of San Bernardino  
Real Estate Services Department  
Attn: Jennifer Goodell  
385 N. Arrowhead Avenue, 3<sup>rd</sup> Floor  
San Bernardino, CA 92415-0180  
(909) 677-0477  
[jgoodell@res.sbcounty.gov](mailto:jgoodell@res.sbcounty.gov)

**OR hand deliver to bid opening not later than 11:00 a.m., October 16, 2019 at the auction to be held at:**

**County of San Bernardino  
County Service Area 20 – Joshua Tree Park and Recreation  
6171 Sunburst Avenue  
Joshua Tree, CA 92252**

7. Bids must be made by a principal desiring to purchase the property or by an agent bearing a notarized authorization or power of attorney, signed by the principal, authorizing the agent to act on the principal's behalf.
8. Minor irregularities in these procedures may be waived at the sole option of the Real Estate Services Department when such irregularities are not in conflict with law.
9. Oral bids will be accepted in accordance with Government Code Section 25531 outlined on the last page of this bid package.

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**SEALED BID:**

To be opened at 11:00 a.m.

Auction Date: October 16, 2019

File No.: 5200 3731

Location of Auction:

County of San Bernardino

County Service Area 20 – Joshua Tree Park and Recreation

6171 Sunburst Avenue

Joshua Tree, CA 92252

Please direct any questions regarding this bid package to:

Board Governed County Service Area 70 – TV5

Attn: Jennifer Goodell

385 N. Arrowhead Avenue, 3<sup>rd</sup> Floor

San Bernardino, CA 92415-0180

(909) 677-0477

[jgoodell@res.sbcounty.gov](mailto:jgoodell@res.sbcounty.gov)

# **BID TO PURCHASE REAL PROPERTY**

PROPERTY APN(s): 0617-125-17

MINIMUM BID: \$35,000

REQUIRED DEPOSIT: \$2,000 (submit with bid in the form of a cashier's or certified check)

TERMS & CONDITIONS: **Bidder's Duty of Due Diligence:** The property being offered for sale at auction is offered and sold on an "as is" basis only. Therefore, each bidder shall alone bear the duty of due diligence to inspect the property offered for this tax sale and investigate all title matters; judgment, nuisance abatement, tax, or other liens; encumbrances; easements; covenants; restrictions; servitudes; boundaries; the existence, condition, and legal status of all improvements and appurtenances; compliance with all applicable zoning ordinances; building and other codes; permit requirements; notices of violation; other recorded notices; bankruptcy proceedings; and all other conditions affecting the property.

Each bidder shall alone bear the burden to thoroughly research these properties prior to the auction as to any and all matters relevant to his or her decision(s) to bid and purchase the property offered in this sale. Each bidder who desires a survey of any property offered shall obtain the survey at his or her own expense. Each bidder bears the burden of determining the actual location of the property and its boundaries, property lines, and the actual location of all rights-of-way and easements affecting the property.

**No Warranties by County:** The property offered for sale at this auction is offered and sold on an "as is" basis only. The County assumes no liability and make no warranties whatsoever as to the property regarding each of the following:

1. The accuracy or veracity of its legal description; locations; boundaries and property lines;
2. The existence of any liens of any kind, easements, rights-of-way, servitudes, covenants, restrictions, or other encumbrances of any kind, whether or not recorded, affecting the property;
3. Its suitability for or the legality of any land use contemplated by the bidder or purchaser;
4. The status of compliance with all applicable local codes, permit requirements, zoning and land use regulations;

5. The status of compliance with all environmental regulations imposed by local, state, or federal law;
6. The status of compliance with procedural requirements concerning required notices and the sale itself.
7. The status of creditors' rights or the rights of the Trustee in any proceeding before the U.S. Bankruptcy Court;
8. The accuracy or veracity of any County or City General Plan Map or equivalent, County Assessor's Parcel map;
9. The accuracy or veracity of any other map, or any photograph;
10. The accuracy or veracity of any property profile or title report; and
11. The accuracy or veracity of any information presented in a County Property Information Management System (PIMS) report.

**Bidder's Acknowledgment of and Agreement to Terms and Conditions:** Each bidder participating in this auction sale shall be deemed to have read, acknowledged, and agreed to be bound by the Terms and Conditions for this auction sale as herein stated upon payment of the bid deposit.

This sale is subject to the approval of the governing body of Board Governed County Service Area 70 –TV5 (CSA 70). Buyer to pay all escrow and title fees and will be required to enter into a Purchase and Sale Agreement substantially in the attached form upon acceptance of the bid.

The successful bidder shall execute and deliver to CSA 70 within three (3) business days of delivery thereof by CSA 70 to the successful bidder a PURCHASE AND SALE AGREEMENT prepared by CSA 70.

### **BIDDING PROCEDURE**

In accordance with California Government Code Section 25531, "Oral Bids", the following will apply with respect to the purchase of property:

Before accepting any written proposal, the board shall call for oral bids. If, upon the call for oral bidding, any responsible person offers to purchase the property upon the terms and conditions specified in the resolution, for a price or rental exceeding by at least five percent, the highest written proposal which is made by a responsible

person, such highest oral bid shall be finally  
accepted.

**PLEASE COMPLETE THE BID INFORMATION BELOW**

Bidder acknowledges and agrees that by executing and submitting this bid information form Bidder is agreeing that a portion of the deposit required to be delivered with this bid in the amount of \$500 is non-refundable.

Name of Bidder:

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Buyer Vesting on Title:

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Address:

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Phone Number:

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Bid Amount:

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Bidder Signature:

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**\*Please submit with the required deposit of \$2,000 in the form of a certified or cashier's check.**

**PURCHASE AND SALE AGREEMENT AND ESCROW INSTRUCTIONS  
FOR AUCTION SALES**

This PURCHASE AND SALE AGREEMENT AND ESCROW INSTRUCTIONS (the "Agreement") is entered into as of \_\_\_\_\_, 2019 (the "Effective Date") and is entered into by and between the County Service Area 70 – TV5, a California special district ("CSA 70") and \_\_\_\_\_("BUYER").

**RECITALS**

A. CSA 70 is the owner of the fee simple interest in that certain real property (APN 0617-125-17) located at 73658 Old Dale Road in the City of Twentynine Palms, consisting of approximately 14,410 square feet of land improved with an approximately 801 square foot office building ("Property"), as shown on Exhibit "A" Legal Description.

B. BUYER, the highest bidder, in accordance with California Government Code Section 25531, "Oral Bids", is able to acquire from CSA 70, the Property for the highest bid price of \$\_\_\_\_\_.

C. CSA 70 has determined that the Property is surplus to its needs, and is authorized to sell all or a portion of the property to BUYER for the highest bid in accordance with California Government Code Section 25526 et seq.

D. CSA 70 and BUYER agree that the value set by the highest bid on the Property is \$\_\_\_\_\_ and BUYER agrees the purchase of the Property is **AS-IS**.

NOW, THEREFORE, in consideration of the foregoing, and the terms and conditions of this Agreement, CSA 70 and BUYER hereby agree as follows:

Section 1. Recitals.

The recitals set forth above are true and correct and incorporated herein by this reference.

Section 2. Purchase and Sale of Property.

Subject to all of the terms, conditions and provisions of this Agreement, including the Bid to Purchase Real Property, attached hereto as Exhibit "B" and incorporated herein by this reference, and for the consideration set forth below, CSA 70 hereby agrees to sell, convey and transfer to BUYER and BUYER hereby agrees to acquire all of the right, title and interest of CSA 70 in and to the Property (the "Transaction").

The Property will be conveyed to BUYER when the Purchase Price is paid in full in accordance with this Agreement.

Section 3. Consideration.

As a condition to CSA 70's performance hereunder, BUYER shall pay to CSA 70 total consideration in the amount of \_\_\_\_\_ (\$\_\_\_\_\_) ("Purchase Price") for the Property. As part of the auction for the Property, BUYER has deposited with CSA 70 the amount of \_\_\_\_\_ AND 00/100 DOLLARS (\$\_\_\_\_\_) ("Deposit"). A



portion of the Deposit, in the amount of Five Hundred Dollars (\$500.00), notwithstanding anything to the contrary contained herein, will be retained by CSA 70 and will not be refundable to the BUYER. From and after the Effective Date, in the event the Transaction contemplated hereby is consummated, the Deposit shall be credited against BUYER's payment obligations hereunder. The Deposit shall be subject to refund to BUYER, or retention by CSA 70, on the terms and conditions of this Agreement.

#### Section 4. Opening of Escrow.

(a) All expenses incurred in the transfer of title, including but not limited to escrow, Title Policy (as defined in Section 7, below), documentary stamps and recording fees are to be paid by BUYER.

(b) The transfer and sale of the Property shall take place through escrow (the "Escrow"), and such Escrow shall be administered by Fidelity National Title, 56172 29 Palms Hwy, Yucca Valley, CA 92284, Attn: Collette Baker (Phone: 760-365-3500) ("Escrow Holder"). The Escrow for the Property shall be deemed open ("Opening of Escrow") upon the receipt by the Escrow Holder of a copy of this Agreement executed by CSA 70 and BUYER. Notwithstanding the foregoing, CSA 70 shall deliver the fully-executed Agreement to the Escrow Holder within seven (7) days after the Effective Date. The date of Opening of Escrow shall be memorialized by Escrow Holder in writing and delivered to the parties.

(c) Within three (3) business days of the Opening of Escrow, CSA 70 shall deliver the Deposit to the Escrow Holder for deposit in an interest-bearing account and interest accruing thereon shall be added to and will become a part of the Deposit, for the account of BUYER. From and after the Effective Date of this Agreement, in the event the Transaction contemplated hereby is consummated, the Deposit shall be credited against BUYER's payment obligations hereunder.

(d) If this Agreement is terminated or Escrow is cancelled as a result of a default by CSA 70, then CSA 70 shall be solely responsible for payment of all customary and reasonable escrow cancellation charges to the Escrow Holder and Escrow Holder is authorized to release Buyer's Deposit, less the non-refundable portion, to the Buyer and the non-refundable portion of the Deposit to CSA 70 without further or separate instruction to the Escrow Holder. If this Agreement is terminated or Escrow is cancelled for any reason other than CSA 70's default, then BUYER shall be solely responsible for the payment of all customary and reasonable escrow cancellation charges to the Escrow Holder and the Escrow Holder shall release the entire Deposit, without further or separate instruction to the Escrow Holder.

#### Section 5. Reserved.

#### Section 6. Close of Escrow

As used herein, "Close of Escrow" means and refers to the close of Escrow for the Property and the transfer of fee title to the Property from the CSA 70 to the BUYER pursuant to grant deed substantially in the form of Exhibit "C" attached hereto (the "Deed"). The Close of Escrow shall take place on or before the Closing Date. The "Closing Date" shall mean the date on which the conditions set forth in this Agreement for the Close of Escrow for the transfer of the Property have been satisfied, and the Deed is recorded by the Escrow Holder. The Property shall be transferred to BUYER at the Close of Escrow, provided that within the periods of time set forth in this Agreement: (i) neither party has terminated this Agreement, (ii) CSA 70 is satisfied that the requirements under the California Environmental Quality Act, as amended, shall have been

complied with, and (iii) all other conditions of the Close of Escrow set forth in this Agreement have been met and BUYER has paid, or caused to be paid to the Escrow Holder the remainder of the Purchase Price and all applicable Escrow costs relating to such closing. The Close of Escrow shall occur no later than fifteen (15) days after the Opening of Escrow.

#### Section 7. Escrow Instructions.

CSA 70 and BUYER each agree to execute and deliver to the Escrow Holder the customary supplemental written escrow instructions (consistent with the terms of this Agreement) of the Escrow Holder. In the event of a conflict between the additional terms of such customary supplemental escrow instructions of the Escrow Holder and the provisions of this Agreement, this Agreement shall supersede and be controlling.

#### Section 8. Conveyance of Title.

On or before the Close of Escrow, CSA 70 shall deliver to the Escrow Holder the Grant Deed, duly executed and acknowledge by CSA 70. The Escrow Holder shall be instructed to record the Deed in the Official Records of San Bernardino County, California, if and when the Escrow Holder receives the remainder of the Purchase Price from BUYER to remit to CSA 70 and can obtain for BUYER an ALTA owner's extended coverage policy of title insurance ("Title Policy") issued by Buyer's Choice(the "Title Company") in an amount equal to the Purchase Price together with such endorsements to the policy as may be reasonably requested by BUYER, insuring that fee title to the Property is vested in BUYER, free and clear of options, rights of first refusal or other purchase rights, leases or other possessory interests, lis pendens and monetary liens and/or encumbrances and subject only to:

- (1) non-delinquent real property taxes;
- (2) dedication of streets abutting the Property;
- (3) zoning ordinances;
- (4) utility easements common to any subdivision of which the Property is a part; and
- (5) such other title exceptions, if any, resulting from documents being recorded or delivered through Escrow in accordance with the provisions of this Agreement.

#### Section 9. AS-IS Condition; Release

(a) BUYER shall accept the delivery of possession of the Property (including but not limited to, subterranean structures and soil conditions), in an "**AS IS,**" "**WHERE IS**" and "**SUBJECT TO ALL FAULTS**" condition. BUYER hereby acknowledges that it has relied solely upon its own investigation of the Property and its own review of such information and documentation as it deems appropriate. BUYER is not relying on any statement or representation by CSA 70, any employee, official or consultant of CSA 70 relating to the condition of the Property. CSA 70 makes no representations or warranties as to whether the Property presently complies with environmental laws or whether the Property contains any hazardous substance.

(b) BUYER, on behalf of itself and its successors, waives and releases CSA 70 and its successors and assigns from any and all costs or expenses whatsoever (including,

without limitation, attorneys' fees and costs), whether direct or indirect, known or unknown, foreseen or unforeseen, arising from or relating to any of the following matters and conditions relating to the Property which exist as of the date of the Close of Escrow: (i) the physical condition of the Property or any above ground or underground improvements thereon, (ii) the condition of the soils, (iii) the suitability of the soils for the improvement of any proposed project, or (iv) any law or regulation applicable thereto, including but not limited to the Comprehensive Environmental Response, Compensation, and Liability Act.

(c) BUYER expressly waives any rights or benefits available to it with respect to the foregoing release under any provision of applicable law which generally provides that a general release does not extend to claims which the creditor does not know or suspect to exist in his or her favor at the time the release is agreed to, which, if known to such creditor, would materially affect a settlement. By execution of this Agreement, BUYER acknowledges that it fully understands the foregoing, and with this understanding, nonetheless elects to and does assume all risk for claims known or unknown, described in this Section 8 without limiting the generality of the foregoing:

The undersigned acknowledges that it has been advised by legal counsel and is familiar with the provisions of California Civil Code Section 1542, which provides as follows:

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

The undersigned, being aware of this Code section, hereby expressly waives any rights it may have thereunder, as Well as under any other statutes or Common law principles of similar effect.

Initials of BUYER: \_\_\_\_\_

(d) The provisions of this Section 9 shall survive the Close of Escrow, and shall be binding upon BUYER.

(e)

#### Section 10. Closing Costs, Prorations, Possession.

(a) BUYER shall pay the premium for the ALTA extended coverage Title Policy, cost of procuring a survey and all requested ALTA survey policy endorsements, the cost of recording the Deed and any documentary or other transfer taxes payable on account of the conveyance of the Property to BUYER.

(b) BUYER shall pay 100% of the Escrow Holder's charges and fees which may be charged by the Escrow Holder in connection with the Close of Escrow.

(c) BUYER shall be entitled to exclusive possession of the Property immediately upon the Close of Escrow.

(d) All prorations shall be made in accordance with customary practice in San Bernardino County, except as otherwise expressly provided in this Agreement. All prorations shall be on an "actual day" basis and a three hundred sixty-five (365) day year.

Section 11. Representations and Warranties.

(a) CSA 70 hereby makes the following representations and warranties:

(1) Power and Authority. CSA 70 has the legal power, right and authority to enter into this Agreement and to execute the instruments and documents referenced herein, and to consummate the Transaction contemplated hereby.

(2) Requisite Action. CSA 70 has taken all requisite action and obtained all requisite consents in connection with entering into this Agreement and the instruments and documents referenced herein and the consummation of the Transaction contemplated hereby, and no consent of any other party is required.

(3) Enforceability of Agreement. The persons executing this Agreement and any instrument or document referenced herein for or on behalf of CSA 70 have been duly authorized to so act on behalf of CSA 70 and this Agreement and any such instrument or document is valid and legally binding on CSA 70 and enforceable against CSA 70 in accordance with their respective terms.

(4) No Litigation. To the best of CSA 70's actual knowledge without any duty of investigation or inquiry, there is no pending or threatened claims, action, allegations or lawsuit of any kind, whether for personal injury, property damage, property taxes, or otherwise, that affect the Property.

(5) No Violation. To the best of CSA 70's actual knowledge without any duty of investigation or inquiry, neither the execution of this Agreement or the other instruments and documents referenced herein nor the performance by CSA 70 of its obligations hereunder and thereunder shall result: (i) in a breach of or constitute a default under any other agreement, document, instrument or other obligation to which CSA 70 is a party or by which CSA 70 may be bound; or (ii) in a violation of any applicable laws, statutes, or ordinances, or any writ, injunction, order or decree of any court or governmental body applicable to CSA 70.

(6) Contracts. There are no contracts or agreements to which CSA 70 is a party relating to the operation, maintenance, development, improvement or ownership of the Property which will survive the Close of Escrow.

All representations and warranties contained in this Section 10(a) are true and correct on the Effective Date and on the Closing Date and shall survive the Close of Escrow.

(b) Warranties and Representations by BUYER. BUYER hereby makes the following representations and warranties and acknowledges that the execution of this Agreement by CSA 70 has been made in material reliance by CSA 70 on such covenants, representations and warranties:

(1) BUYER has the legal right, power and authority to enter into this Agreement and to execute the instruments and documents referenced herein and to consummate the Transaction contemplated hereby. The persons executing this Agreement and any instrument or document referenced herein for or on behalf of BUYER hereby represent and warrant that such

persons have been duly authorized with the power, right and authority to act on behalf and bind BUYER.

(2) BUYER has taken all requisite action and obtained all requisite consents in connection with entering into this Agreement and the instruments and documents referenced herein and the consummation of the Transaction contemplated hereby, and no consent of any other party is required.

(3) This Agreement is, and all instruments and documents to be executed by BUYER pursuant to this Agreement shall be, duly executed by and are or shall be valid and legally binding upon BUYER and enforceable in accordance with their respective terms.

(4) Neither the execution of this Agreement or the other instruments and documents referenced herein nor the performance by BUYER of its obligations hereunder and thereunder shall result: (i) in a breach of or constitute a default under any other agreement, document, instrument or other obligation to which BUYER is a party or by which BUYER may be bound, or (ii) in a violation of any applicable laws, statutes, or ordinances, or any writ, injunction, order or decree of any court or governmental body applicable to BUYER.

All representations and warranties contained in this Section 10(b) are true and correct on the Effective Date and on the Closing Date and shall survive the Close of Escrow.

#### Section 12. Conflict of Interest.

No member, official or employee of either party having any conflict of interest, direct or indirect, related to this Agreement and the use and development of the Property shall participate in any decision relating to the Agreement. The parties represent and warrant that they do not have knowledge of any such conflict of interest.

#### Section 13. Nonliability of Officials and Employees.

No officer, official or employee of CSA 70 shall be personally liable to BUYER, or any successor in interest of such other party, in the event of any default or breach or for any amount which may become due hereunder, or on any obligations under the terms of this Agreement.

#### Section 14. Indemnification.

BUYER agrees to indemnify and hold CSA 70 and its officers, employees and agents harmless from and against all damages, judgments, costs, expenses and attorney's fees arising from or related to any act or omission of BUYER in performing its obligations hereunder, including such that arise as the result of BUYER's investigations of the Property, or caused by BUYER at the Property. The provisions of this Section 14 shall survive the Close of Escrow.

#### Section 15. Default.

(a) Default by BUYER; Liquidated Damages. **IF BUYER REFUSES OR FAILS TO CONSUMMATE THE CLOSE OF ESCROW UNDER THIS AGREEMENT FOR ANY REASON OTHER THAN: (I) THE FAILURE OF AN EXPRESS CONDITION PRECEDENT TO BUYER'S OBLIGATION TO CLOSE, OR (II) ANY OTHER EXPRESS RIGHT OF BUYER SET FORTH IN THIS AGREEMENT TO TERMINATE THIS AGREEMENT, CSA 70 SHALL THEN RETAIN THE DEPOSIT PLUS ANY INTEREST ACCRUED THEREON. THE PARTIES HAVE**

AGREED THAT CSA 70'S ACTUAL DAMAGES, IN THE EVENT OF A DEFAULT BY BUYER, WOULD BE EXTREMELY DIFFICULT OR IMPRACTICABLE TO DETERMINE. CSA 70 AND BUYER AGREE THAT THE DEPOSIT IS A FAIR AND REASONABLE AMOUNT TO BE RETAINED BY CSA 70 AS AGREED AS LIQUIDATED DAMAGES IN LIGHT OF CSA 70'S REMOVAL OF THE PROPERTY FROM THE MARKET AND THE COSTS INCURRED BY CSA 70, AND SHALL NOT CONSTITUTE A PENALTY OR A FORFEITURE.

BY PLACING ITS INITIALS BELOW, EACH PARTY SPECIFICALLY CONFIRMS THE ACCURACY OF THE STATEMENTS MADE ABOVE AND THE FACT THAT EACH PARTY WAS REPRESENTED BY COUNSEL WHO EXPLAINED, AT THE TIME THIS AGREEMENT WAS MADE, THE CONSEQUENCES OF THIS LIQUIDATED DAMAGES PROVISION.

INITIALS: CSA 70: \_\_\_\_\_ Buyer: \_\_\_\_\_

(b) Default By CSA 70. IF CLOSING FAILS TO OCCUR SOLELY AS A RESULT OF A DEFAULT BY CSA 70 IN THE PERFORMANCE OF CSA 70'S OBLIGATIONS IN THIS AGREEMENT, BUYER SHALL HAVE THE RIGHT, IN BUYER'S SOLE DISCRETION AND AS ITS SOLE AND ONLY REMEDIES HEREUNDER TO THE EXCLUSION OF ALL OTHER POTENTIAL REMEDIES, TO EITHER (I) TERMINATE THIS AGREEMENT AND RECEIVE THE DEPOSIT PLUS ANY INTEREST ACCRUED THEREON (LESS THE INDEPENDENT CONTRACT CONSIDERATION) IN WHICH EVENT THIS AGREEMENT SHALL AUTOMATICALLY TERMINATE AND BE OF NO FURTHER FORCE OR EFFECT AND NEITHER PARTY SHALL HAVE ANY FURTHER RIGHTS OR OBLIGATIONS HEREUNDER, OTHER THAN PURSUANT TO ANY PROVISION HEREOF WHICH EXPRESSLY SURVIVES THE TERMINATION OF THIS AGREEMENT; or (II) BRING AN ACTION FOR SPECIFIC PERFORMANCE, PROVIDED, HOWEVER, THAT ANY SUCH ACTION FOR SPECIFIC PERFORMANCE SHALL BE FILED AND SERVED BY BUYER WITHIN THIRTY (30) DAYS OF THE DATE OF THE ALLEGED CSA 70 DEFAULT, IT BEING THE INTENT OF THE PARTIES HERETO THAT ANY FAILURE OF BUYER TO MEET THE TIME DEADLINE SET FOR FILING SHALL BE DEEMED TO BE BUYER'S ELECTION TO WAIVE AND RELINQUISH ANY RIGHTS TO ENFORCE SPECIFIC PERFORMANCE OF THIS AGREEMENT.

INITIALS: CSA 70: \_\_\_\_\_ Buyer: \_\_\_\_\_

Section 16. Successor and Assigns. BUYER will not assign its rights, duties or obligations under this Agreement without the prior written consent of CSA 70, which consent CSA 70 may grant or withhold in its sole and absolute discretion. For purposes hereof, any sale or transaction hereinafter involving a transfer of fifty percent (50%) or more of the equity/ownership interests in BUYER will be deemed an assignment.

Section 17. Miscellaneous.

(a) This Agreement may be executed in multiple counterparts, each of which shall be deemed an original and together shall constitute one and the same agreement, with one counterpart being delivered to each party hereto.

(b) All periods of time referred to in this Agreement shall include all Saturdays, Sundays and state or national holidays, provided that if the date or last date to perform any act or give any notice with respect to this Agreement shall fall on a Saturday, Sunday or state or national

holiday, such act or notice may be timely performed or given on the next succeeding day which is not a Saturday, Sunday or state or national holiday.

(c) The unenforceability, invalidity, or illegality of any provision of this Agreement shall not render the other provisions hereof unenforceable, invalid or illegal.

(d) Attorneys' Fees. If any legal action is instituted to enforce or declare any party's rights hereunder, each party, including the prevailing party, must bear its own costs and attorneys' fees. This subsection shall not apply to those costs and attorneys' fees directly arising from BUYER's obligations in Section 13 or Section 17(f).

(e) Notices. All notices, requests, demands, and other communications required or permitted under this Agreement shall be in writing and shall be delivered by either (a) personal delivery, (b) reliable overnight courier service that provides a receipt showing date and time of delivery, including federal express, or (c) registered or certified U.S. Mail, postage prepaid, return receipt requested. Notices shall be addressed to the respective parties as set forth below or to such other address and to such other persons as the parties may hereafter designate by written notice to the other party hereto:

To CSA 70:                   CSA 70 – TV5Real Estate Services Department  
385 N. Arrowhead Avenue, 3<sup>rd</sup> Floor  
San Bernardino, CA 92415-0180

To BUYER:

Each notice shall be deemed delivered on the date delivered if by personal delivery or by overnight courier service, or on the date of receipt as disclosed on the return receipt if by mail. By giving to the other parties written notice as provided above, the parties to this Agreement and their respective successors and assigns shall have the right from time to time, and at any time during the term of this Agreement, to change their respective addresses.

(f) Real Estate Brokerage Commission. Each party represents and warrants that neither party has retained any brokers or finders to represent its interests in connection with this Transaction. Each party agrees to indemnify and hold the other harmless from and against all liabilities, costs, damages and expenses, including, without limitation, reasonable attorneys' fees, resulting from any claims or fees or commissions, based upon agreements by it, if any, to pay any additional broker's commission and/or finder's fee.

#### Section 18. Additional Agreements; Further Assurances.

Each of the parties hereto shall execute and deliver such documents as the other party shall reasonably request in order to consummate and make effective the Transaction, provided, however the execution and delivery of such documents shall not result in any additional liability or cost to the executing party.

#### Section 19. Entire Agreement.

(a) This Agreement and the exhibits attached hereto constitute the entire understanding and Agreement of the parties.

(b) This Agreement integrates all of the terms and conditions mentioned herein or incidental hereto with respect to the Property.

(c) The headings to the sections and paragraphs of this Agreement are for convenience of reference only, do not form a part of this Agreement and shall not in any way affect its interpretation.

(d) Unless otherwise indicated, references in this Agreement to Sections, paragraphs, clauses and exhibits are to the same contained in or attached to this Agreement and all attachments referenced in this Agreement are incorporated in this Agreement by this reference as though fully set forth in this Section.

Section 20. Approval. This agreement is subject to, and will have no force or effect until and unless first approved by the governing body of CSA 70.

REMAINDER OF THIS PAGE LEFT BLANK INTENTIONALLY



IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement  
As of the dates set forth below

**BUYER :**

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

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

Its: \_\_\_\_\_

**COUNTY SERVICE AREA 70 – TV-5:**

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

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

Curt Hagman, Chairman  
Board of Supervisors

SIGNED AND CERTIFIED THAT A COPY  
OF THIS DOCUMENT HAS BEEN DELIVERED  
TO THE CHAIRMAN OF THE BOARD

Lynna Monell,  
Clerk of the Board of Supervisors

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

Deputy

APPROVED AS TO LEGAL FORM:  
MICHELLE D. BLAKEMORE, County Counsel

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

Name: Robert F. Messinger  
Title: Principal Assistant County Counsel

**ACCEPTANCE BY ESCROW HOLDER**

The undersigned hereby acknowledges that it has received a fully executed copy of the foregoing Purchase and Sale Agreement and Escrow Instructions (“Agreement”) and agrees to act as Escrow Holder thereunder and to be bound by and perform the terms thereof as such terms apply to Escrow Holder. Escrow Holder agrees that in the event of a conflict between the Agreement and any supplemental escrow instructions executed by the parties, the Agreement shall control. The escrow number assigned for this Agreement is \_\_\_\_\_.

\_\_\_\_\_, 2018

Fidelity National Title,  
BOC License No.: \_\_\_\_\_

By: \_\_\_\_\_  
Collette Baker, Escrow Officer

**EXHIBIT "A"**

**LEGAL DESCRIPTION OF PROPERTY**

All that certain real property situated in the County of San Bernardino, State of California, described as follows:

Lots 284 and 285, [Tract No. 2520](#), New Townsite Addition, in the City of Twentynine Palms, County of San Bernardino, State of California, as per plat recorded in [Book 36 of Maps, Page 17](#), Records of said County.

APN: 0617-125-17

**EXHIBIT "B"**

**BID TO PURCHASE REAL PROPERTY**

**EXHIBIT "C"**

**GRANT DEED**