

PROPERTY LOCATION	Camanche Parkway North, Ione, CA 95640
COUNTY	Amador County
APN	003-470-003 (portion)
TITLE COMPANY	Placer Title Company
PROJECT	Amador County West Sale

EBMUD PROPERTY PURCHASE AGREEMENT AND JOINT ESCROW INSTRUCTIONS (PPA-JEI)

THIS AGREEMENT is entered into this _____ day of _____, 20__, by and between East Bay Municipal Utility District (hereinafter referred to as “District”), and the undersigned buyer(s) (hereinafter referred to as “Buyer”) for acquisition by Buyer of certain real property interests as hereinafter set forth:

IT IS MUTUALLY AGREED BETWEEN THE PARTIES AS FOLLOWS:

1. The parties have herein set forth the whole of their agreement. The performance of this Agreement constitutes the entire consideration for said document and shall relieve District of all further obligation or claims.
2. District agrees to sell to Buyer, for the consideration hereinafter stated, the following described real property, herein referred to as “the Property”, as further legally described in Exhibit “A” and depicted on Exhibit “B” attached hereto and made a part hereof.
3. Purchase Price. The total purchase price, payable through escrow, shall be:

Total Purchase Price: _____ (\$ _____)

Deposit: _____ Twenty Thousand Dollars (\$ 20,000.00 _____)

Cash: _____ (\$ _____)

Loan: _____ (\$ _____)

Balance of Purchase Price: _____ (\$ _____)

The Property is to be conveyed together with any easements, rights-of-way, or rights-of-use which may be appurtenant or attributable to the Property, and any and all improvements, which may be attached or affixed thereto.

4. Conveyance of Title. District agrees to convey to Buyer by Grant Deed, hereinafter as “Deed”, rights to the Property free and clear of all recorded liens, encumbrances, assessments, leases, and taxes EXCEPT:
 - A. Quasi-public utility, public alley, public street easements, licenses and rights of way recorded or unrecorded.
 - B. Exceptions to Title as identified by the policy of title insurance to be issued by Placer Title Company.
5. Escrow. District shall open escrow in accordance with this Agreement at:

Placer Title Company
11321 Prospect Drive, Suite 1
Jackson, CA 95642

Escrow Officer: Tami Harmon
Email: tharmon@placertitle.com
Phone: 209-223-3592

This Agreement constitutes the joint escrow instructions of District and Buyer, and hereby empowers the Escrow Officer, to whom these instructions are delivered, to act under this Agreement.

Within three (3) days of written acceptance of the offer by the person conducting the sale, Seller will deposit or will provide the nonrefundable \$20,000 Purchase Deposit to the escrow holder for deposit. Subsequently, the offer will be presented to the District Board of Directors at the next available Board Meeting date.

Upon Board of Director approval, District will execute and deliver the Deed to the Escrow Officer. The parties hereto agree to do all acts necessary to close this escrow no later than thirty (30) days after acceptance by the District Board of Directors.

District and Buyer agree to deposit with the Escrow Officer in a timely manner any additional instruments as may be necessary to complete this transaction. The balance of the purchase price must be deposited by Buyer on or prior to the scheduled Close of Escrow with all support material, necessary documentation, and fully executed documents to complete this transaction.

ESCROW AGENT IS AUTHORIZED TO, AND SHALL:

- A. Provide Buyer with the latest Title Report.
- B. Record instruments delivered through this escrow.
- C. Deliver copy of Deed to both parties when conditions of this escrow have been fulfilled by both District and Buyer.

All time limits within which any matter herein specified is to be performed may be extended by mutual agreement of the parties hereto. Any amendment of, or supplement to, this Agreement must be in writing.

6. Escrow Costs. Buyer shall pay all escrow and recording fees, all premiums for title insurance incurred in this transaction. Any unpaid taxes at time of Close of Escrow will be split pro-rata between the Parties.
7. Warranties, Representations, and Covenants of District. District hereby warrants, represents, and/or covenants to Buyer that:
 - A. To the best of District's knowledge, there are no actions, suits, material claims, legal proceedings, or any other proceedings affecting the Property or any portion thereof, at law, or in equity before any court or governmental agency, domestic or foreign.
 - B. To the best of District's knowledge, there are no encroachments onto the Property by improvements on any adjoining property, nor do any buildings or improvements encroach on other property, owned by others.
 - C. Until the Close of Escrow, District shall maintain the Property in good condition and in a state of repair and maintenance, and shall perform all of its obligations under any service contracts or other contracts affecting the Property.
 - D. Until the Close of Escrow, District shall not do anything which would impair District's title right to any of the Property.
 - E. To the best of District's knowledge, neither the execution of this Agreement nor the performance of the obligations herein will conflict with, or breach any of the provisions of any bond, note, evidence of indebtedness, contract, lease, or other agreement or instrument to which District's Property may be bound.
 - F. Until the Close of Escrow, District shall, upon learning of any fact or condition which would cause any of the warranties and representations in this Section to not be true as of Close of Escrow, immediately give written notice of such fact or condition to Buyer.
8. Environmental. The District hereby represents and warrants that it has no knowledge of any hazardous substances or hazardous wastes on, from, or under the Property. District further represents and warrants that District has no knowledge of any disposal, release, or threatened release of hazardous substances or hazardous wastes on, from, or under the property which may have occurred prior to District taking title to the Property.
9. The rights and privileges granted to Buyer, may, at the written election of Buyer, be exercised by any authorized agent or contractor of Buyer.
10. The terms, conditions, covenants, and agreements set forth herein shall apply to and bind the heirs, executors, administrators, assigns, and successors of the parties hereto.
11. Right of Inspection. Prior to Close of Escrow for this transaction and effective beginning Monday July 31st 2017, District hereby grants permission to Buyer to enter in, over and upon the Property for the purpose of performing any and all Buyer inspections as deemed necessary provided they are conducted in the presence of District personnel or scheduled with and approved by District personnel in advance.

This right of inspection does not grant the Buyer the permission, without written approval from District, to do any subsurface drilling, boring, or any other testing that requires Buyer or its agents to disrupt the surface of the ground.

- 12. Contingency. It is understood and agreed between the parties hereto that the completion of this transaction, and the escrow created hereby, is contingent upon the specific acceptance and approval of the District Board of Directors.

- 13. THIS AGREEMENT, contains the entire agreement between the parties and neither party relies upon any warranty or representation not contained in this Agreement. All prior agreements between the parties are incorporated in this Agreement which constitutes the entire contract. Its terms are intended by the parties as final expression of their agreement with respect to such terms as are included herein and may not be contradicted by evidence of any prior agreement or contemporaneous oral agreement. The parties further intend that this Agreement constitutes the complete and exclusive statements of its terms and no extrinsic evidence whatsoever may be introduced in any judicial or arbitration proceeding, if any, involving this Agreement.

IN WITNESS WHEREOF, the parties hereto executed this Agreement the day and year set forth hereinabove.

MAILING ADDRESS OF DISTRICT: EAST BAY MUNICIPAL UTILITY DISTRICT,
a public corporation

East Bay Municipal Utility District
Real Estate Services
Attn: Robert Lynn
375 11th Street, MS 903
Oakland, CA 94607

By: _____
Matt Elawady
Manager of Real Estate Services

DISTRICT

Date: _____

MAILING ADDRESS OF BUYER: BUYER:

By: _____

Print Name _____

Print Title _____

BUYER

Date: _____

EXHIBIT "A"

Real property situated in the Counties of Amador and San Joaquin, State of California, being a portion of the land described as Parcel Twenty-Five and Parcel One in the Final Order of Condemnation recorded January 18, 1963 in Book 2646, Page 44, Official Records of Amador County, said Order of Condemnation also recorded January 21, 1963 in Book 115, Page 585, Official Records of San Joaquin County, more particularly described as follows:

That portion of the southeast quarter of the northeast quarter of Section 32, and the southwest quarter of the northwest quarter of Section 33, Township 5 North, Range 9 East, Mount Diablo Baseline and Meridian, lying northerly of Amador County Road 258 (Camanche Parkway North), described as Parcel One in the deed to Amador County recorded June 10, 1965 in Book 143, Page 143, Official Records of Amador County, and lying northerly of San Joaquin County Road 1242 (Liberty Road), described as Parcel Two in the deed to San Joaquin County recorded October 25, 1963 in Book 2747, Page 533, Official Records of San Joaquin County.

EXCEPTING THEREFROM the land described in the deed to Edward T. Bamert, recorded February 6, 2002 as Document Number 2002-001481, Official Records of Amador County.

Exhibit "B" is attached and by this reference made a part hereof.

Containing 24.5 acres, more or less.

THIS LEGAL DESCRIPTION WAS PREPARED BY ME, OR UNDER MY DIRECTION, IN CONFORMANCE WITH THE PROFESSIONAL LAND SURVEYORS ACT, JUNE 2017.


CRAIG A. ROBERTS

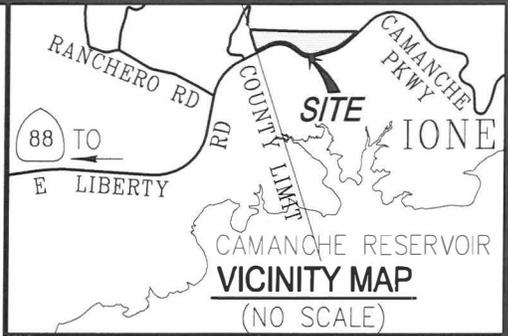
6/23/2017
L.S. 8736



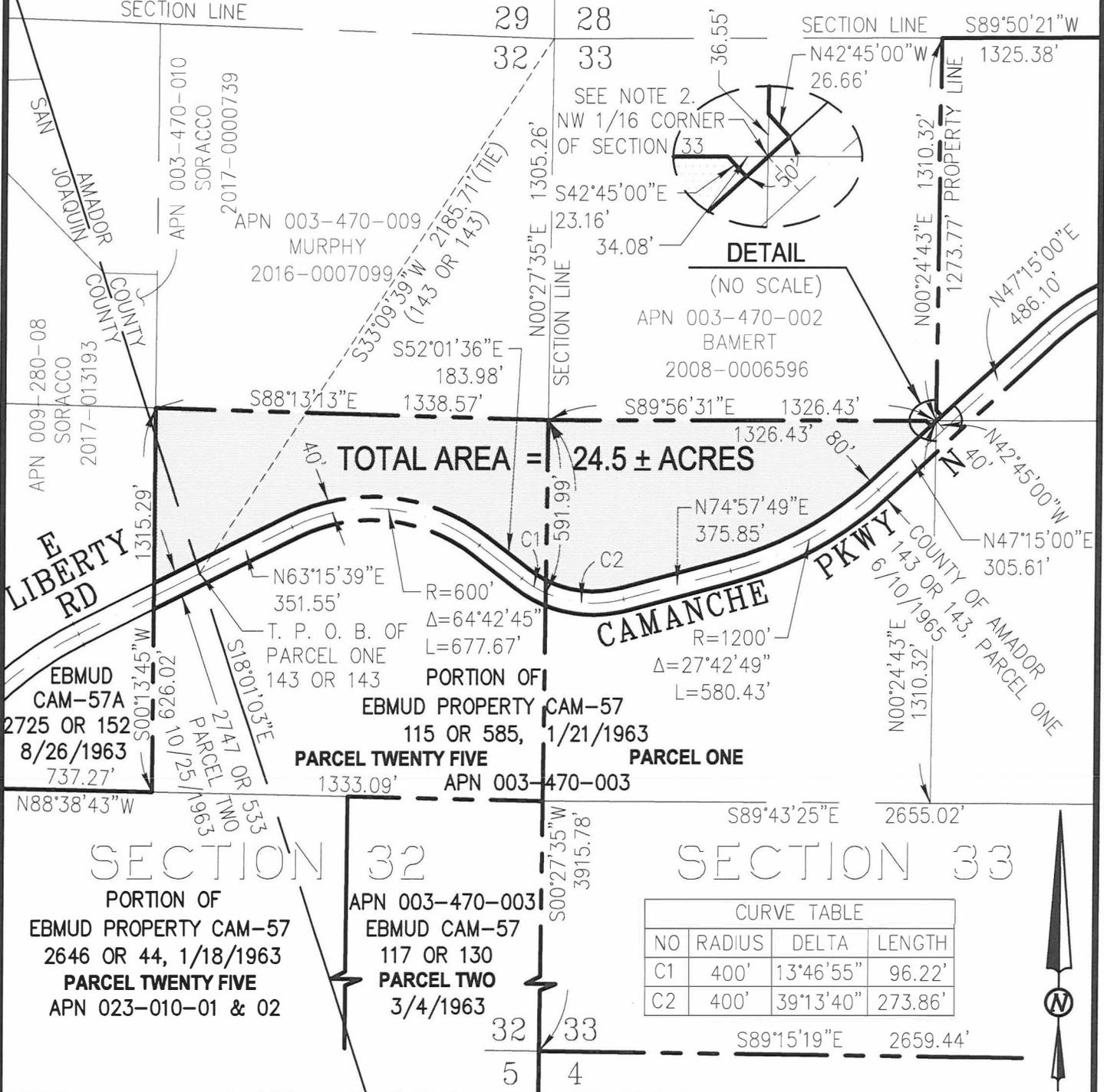
EXHIBIT "B"

NOTES:

1. BEARINGS AND DISTANCES SHOWN ARE RECORD DATA FROM EBMUD DRAWING 4420-G-2.1.
2. PROPERTY CHANGE BY DEED, DOC. 2002-001481, 2/5/2002



RM 64-29 T 5 N, R 9 E
M D B & M



H:\00-ib-2009\1010933\UPCOUNTRY SURPLUS SALES\RES\DWG\CAM-57 SALE-rev.DWG

PROPERTY SALE
PORTION OF CAM-57
SAN JOAQUIN COUNTY & AMADOR COUNTY



EAST BAY MUNICIPAL UTILITY DISTRICT
OAKLAND, CALIFORNIA

SCALE: 1" = 500'

DATE: JUNE 20, 2017