

CROSSROADS RESERVOIR PROPERTY SALE (BY OFFER AND ACCEPTANCE)

OFFER INSTRUCTIONS

Offers may be sent by mail or delivered in person to the address below. Offers must be:

- **Written on the District Property Purchase Agreement and Joint Escrow Instructions (PPA-JEI)**
- **Purchase Deposit must be by Certified Check, Cashier's Check or Money Order (No Personal Checks)**
- **Purchase Deposit and PPA-JEI must be received by Seller no later than 6:00 p.m. on Friday July 29th 2016**

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

Seller will acknowledge offer on the day it is received. If you do not receive confirmation of your offer please contact the Seller directly at 510-287-1187.

ACCEPTANCE CRITERIA

The District will evaluate offers based on the following criteria:

- **Highest offer price** (net of commissions - Buyer to pay any and all commissions)
- **Capability to pay** (cash offers preferred to financed offers - Buyer to provide evidence of capability to pay)
- **Closing timeline** (quick close preferred)

District will select the three (3) best offers based on these criteria and invite these Buyers to the highest and best final round.

Any acceptance of an offer by the person conducting the sale shall be subject to the acceptance and approval of the District Board of Directors. The offer will be presented to the District Board of Directors at the next available Board Meeting date.

DEPOSIT

Within three (3) days of acceptance of offer by the person conducting the sale, Buyer must deposit to the escrow holder identified in the Property Purchase Agreement and Joint Escrow Instructions (PPA-JEI), a nonrefundable \$10,000 deposit.

OFFER REJECTIONS

The District reserves the right to reject any and all offers, waive any informality or irregularity in any offer or to accept any offer deemed in the best interests of the District at any stage of the sale process

(including before, during or after the highest and best final round). The District also reserves the right to withdraw the property from sale; in this event, any deposits will be refunded to the Buyer.

CLOSE OF ESCROW

The successful bidder will have **thirty (30) days after the District Board of Directors approves and accepts the offer to complete the transaction** under the Terms of the PPA-JEI attached hereto.

In the event any term or condition in the Agreement conflicts with or violates any statutory requirements in the sale of surplus public real property, only that part or portion of this Agreement so conflicting shall be amended to conform with any applicable legal requirements at the time.

All District employees may bid to acquire surplus District property, except employees who have direct access to information not generally available to the public or who influence the purchase or sale of right-of-ways or other real property.

BUYER DEFAULT

In the event that the highest net offer fails to close the transaction within the scheduled close of escrow or defaults in completion of the sale, the District may, at its discretion, offer the Property to the second highest net bidder under the same terms stated in this notice of sale and PPA-JEI.

PROPERTY LOCATION	Knickerbocker Lane, Orinda, CA 94563
COUNTY	Contra Costa County
APN	273-232-005
TITLE COMPANY & REPORT NO.	First American Title - 0110-4703539
PROJECT	Crossroads Reservoir Sale (Sale 1285)

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

THIS AGREEMENT is entered into this _____ day of _____, 2016, 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” attached hereto and on pages 4 - 5 of the ‘First American Preliminary Title Report - 0110-4703539 (4/12/2016)’, and the ‘EBMUD - Crossroads Reservoir Property Exhibit’ attached hereto and made part hereof.
3. Purchase Price. The total purchase price, payable through escrow, shall be the sum of:

Amount written out in full: _____ (\$ _____)

Deposit: **Ten-Thousand Dollars** (\$ **10,000.00**)

Loan: _____ (\$ _____)

Balance of Down Payment or 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. Items numbered 1 through 7, of the Preliminary Title Report numbered 0110-4703539, issued by First American Title, dated April 12, 2016 at 7:30 A.M.
5. Escrow. District has opened escrow in accordance with this Agreement at:

First American Title Company
4900 Hopyard Road #250
Pleasanton, CA 94588

Escrow #: 4688385
Escrow Officer: Kathy Jorgensen
Email: kjorgensen@firstam.com
Phone: 925-460-0790

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 acceptance of this offer by the person conducting the sale, Buyer must deliver to escrow an initial deposit in the amount of Ten-Thousand Dollars (\$10,000.00). District will execute and deliver the Deed, concurrently with this Agreement, to the Escrow Officer. The offer will be presented to the District Board of Directors at the next available Board Meeting date.

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 _____, 2016, 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.
- 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, along with the attached Grant Deed, 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: _____
Name
Title

BUYER

Date: _____

Exhibit "A"

LEGAL DESCRIPTION

Real property in the City of Orinda, County of Contra Costa, State of California, described as follows:

PARCEL ONE: (APN: 273-232-005-PORITION)

PORITION OF SECTION 3, TOWNSHIP 1 SOUTH, RANGE 3 WEST, MOUNT DIABLO BASE AND MERIDIAN, DESCRIBED AS FOLLOWS:

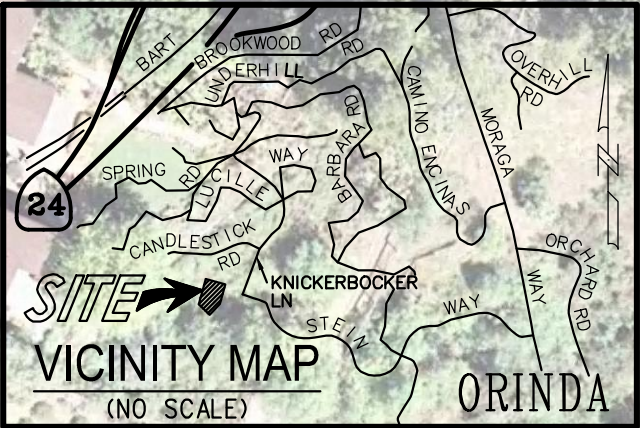
BEGINNING AT A POINT ON THE SOUTHEASTERN LINE OF LOT 62, AS SAID LOT IS SHOWN ON THE MAP OF OAK SPRINGS UNIT NO. 2, FILED SEPTEMBER 10, 1926, IN BOOK 20 OF MAPS, PAGE 521, ET SEQ., IN THE OFFICE OF THE COUNTY RECORDER OF CONTRA COSTA COUNTY, DISTANT THEREON SOUTH 61° 54' 00" WEST, 27.83 FEET FROM THE SOUTHEAST CORNER OF SAID LOT 62; THENCE SOUTH 9° 54' 00" EAST, 32.48 FEET; THENCE TANGENT TO LAST SAID COURSE SOUTHERLY ALONG THE ARC OF A 220-FOOT RADIUS CURVE TO THE RIGHT, AN ARC DISTANCE OF 60.41 FEET; THENCE TANGENT TO LAST SAID CURVE SOUTH 5° 50' 15" WEST, 219.52 FEET; THENCE TANGENT TO LAST SAID COURSE SOUTHERLY AND SOUTHWESTERLY ALONG THE ARC OF A 120-FOOT RADIUS CURVE TO THE RIGHT, AN ARC DISTANCE OF 138.42 FEET; THENCE TANGENT TO LAST SAID CURVE SOUTH 71° 55' 45" WEST, 95.76 FEET; THENCE TANGENT TO LAST SAID COURSE SOUTHWESTERLY ALONG THE ARC OF A 80-FOOT RADIUS CURVE TO THE LEFT AN ARC DISTANCE OF 66.37 FEET; THENCE TANGENT TO LAST SAID CURVE SOUTH 24° 23' 30" WEST, 45.92 FEET; THENCE TANGENT TO LAST SAID COURSE SOUTHWESTERLY ALONG THE ARC OF A 170-FOOT RADIUS CURVE TO THE RIGHT AN ARC DISTANCE OF 73.28 FEET TO A POINT HEREIN DESIGNATED AS STATION "A", AND FROM WHICH POINT THE CENTER OF SAID CURVE TO THE RIGHT BEARS NORTH 40° 54' 32" WEST; THENCE CONTINUING SOUTHWESTERLY ALONG THE ARC OF SAID CURVE TO THE RIGHT, AN ARC DISTANCE OF 84.54 FEET; THENCE TANGENT TO LAST SAID CURVE SOUTH 77° 35' 00" WEST, 127.49 FEET TO THE TRUE POINT OF BEGINNING OF THIS DESCRIPTION; THENCE SOUTH 14° 35' 20" WEST, 27.55 FEET; THENCE SOUTH 43° 05' 20" WEST, 110.00 FEET; THENCE NORTH 46° 54' 40" WEST, 110.96 FEET; THENCE NORTH 14° 35' 20" EAST, 198.73 FEET; THENCE SOUTH 75° 24' 40" EAST, 150.00 FEET; THENCE SOUTH 14° 35' 20" WEST, 127.45 FEET TO THE TRUE POINT OF BEGINNING OF THIS DESCRIPTION.

PARCEL TWO: (APN: 273-232-005-PORITION)

BEGINNING AT A POINT ON THE EASTERLY BOUNDARY LINE OF PARCEL ONE OF LAND CONVEYED TO EAST BAY MUNICIPAL UTILITY DISTRICT RECORDED JULY 3, 1959, IN BOOK 3405 AT PAGE 588, OF OFFICIAL RECORDS OF CONTRA COSTA COUNTY, DISTANT THEREON SOUTH 15° 27' 35" WEST (THE BEARING OF SOUTH 15° 27' 35" WEST BEING ASSUMED FOR THE PURPOSE OF THIS DESCRIPTION), 82.55 FEET FROM THE NORTHEAST CORNER OF SAID PARCEL OF LAND (3405 OR 588); THENCE NORTH 78° 27' 15" EAST, 120.81 FEET; THENCE SOUTH 21° 23' 15" WEST, 22.40 FEET; THENCE TANGENT TO LAST SAID COURSE SOUTHERLY ALONG THE ARC OF A 47 FOOT RADIUS CURVE TO THE LEFT, AN ARC DISTANCE OF 21.24 FEET; THENCE SOUTH 78° 27' 15" WEST, 121.67 FEET TO A POINT ON THE EASTERN LINE OF SAID PARCEL OF LAND HEREINABOVE REFERRED TO (3405 OR 588); THENCE ALONG LAST SAID LINE NORTH 15° 27' 35" EAST, 44.90 FEET TO THE POINT OF BEGINNING.

AND FURTHER DESCRIBED IN THAT CERTAIN QUITCLAIM DEED FROM JAMES W. BROWN AND FRANCES R. BROWN, HIS WIFE AS JOINT TENANTS TO EAST BAY MUNICIPAL UTILITY DISTRICT, A PUBLIC CORPORATION, RECORDED FEBRUARY 25, 2016 AS INSTRUMENT NO. 2016-32361 OF OFFICIAL RECORDS AS FOLLOWS:

THAT PORTION OF LAND DESIGNATED "EBMUD 40' R.W." AS SHOWN ON TRACT 2742, FILED MARCH 9, 1960 IN BOOK 76 OF MAPS AT PAGE 47, CONTRA COSTA COUNTY RECORDS.

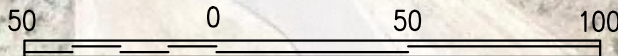
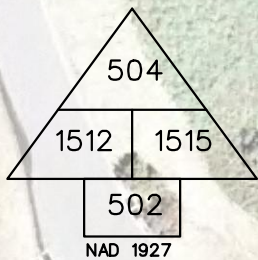


NOTES:

1. THIS DRAWING IS BASED ON TRACT 2742, 76 M 47, 3/9/1960.
2. BEARINGS AND DISTANCES SHOWN IN () ON THIS DRAWING ARE RECORD DATA FROM DEED, 3405 OR 588, 7/3/1959.

REFERENCES:

1. TRACT 2742, 76 M 47, 3/9/1960
2. PARCEL MAP, 25 PM 45, 12/21/72
3. DEED, 3405 OR 588, 7/3/1959
4. EBMUD DRAWING NO. 3380-G-1 & 2



EAST BAY MUNICIPAL UTILITY DISTRICT
OAKLAND, CALIFORNIA

PROPERTY SALE

CROSSROADS RESERVOIR

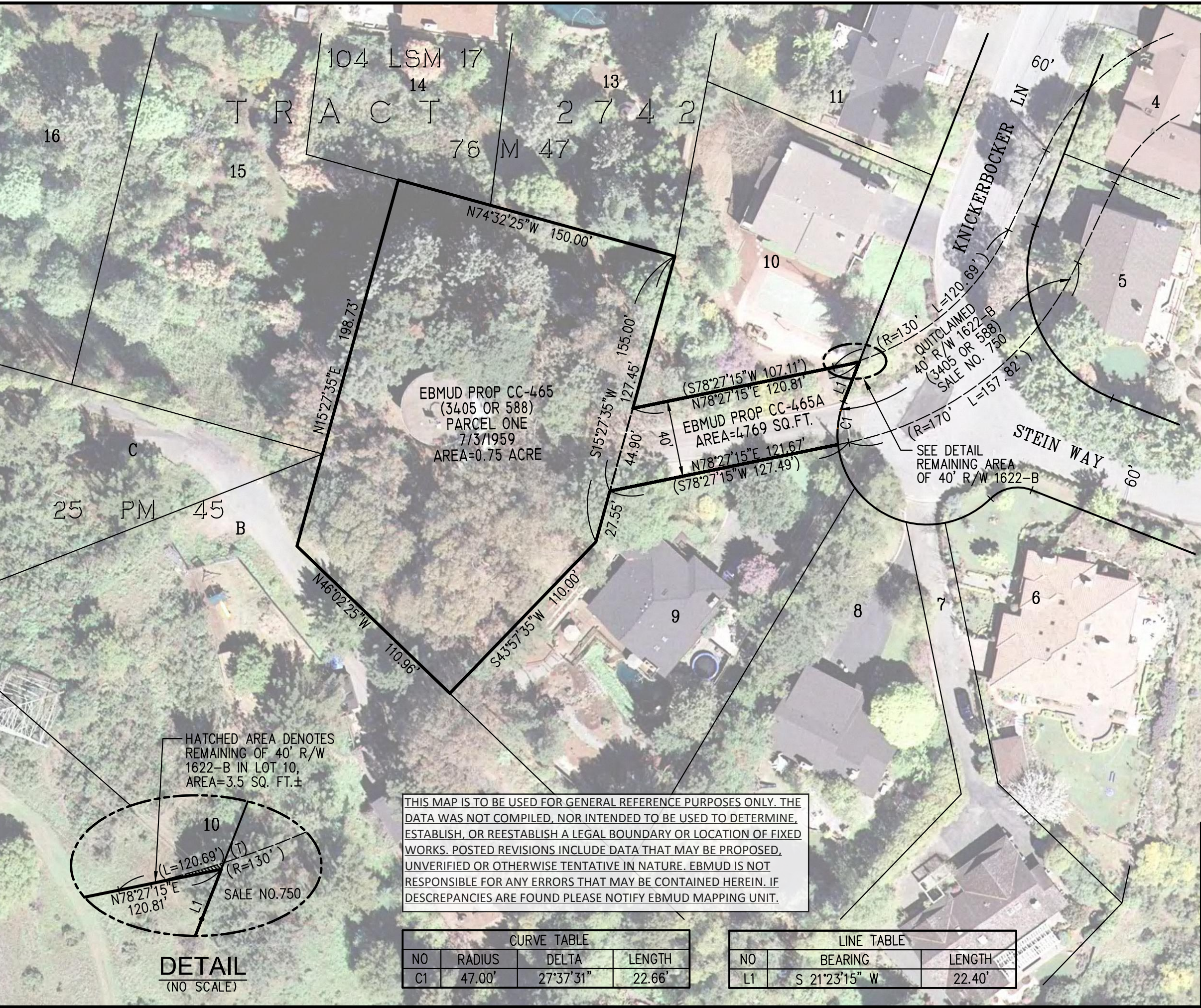
CITY OF ORINDA - CONTRA COSTA COUNTY

STRUCTURE, PROJ. CODE,
OR ZONE DESIGNATION

SCALE 1" = 50'

DATE 28 APRIL 2016

EXHIBIT



THIS MAP IS TO BE USED FOR GENERAL REFERENCE PURPOSES ONLY. THE DATA WAS NOT COMPILED, NOR INTENDED TO BE USED TO DETERMINE, ESTABLISH, OR REESTABLISH A LEGAL BOUNDARY OR LOCATION OF FIXED WORKS. POSTED REVISIONS INCLUDE DATA THAT MAY BE PROPOSED, UNVERIFIED OR OTHERWISE TENTATIVE IN NATURE. EBMUD IS NOT RESPONSIBLE FOR ANY ERRORS THAT MAY BE CONTAINED HEREIN. IF DISCREPANCIES ARE FOUND PLEASE NOTIFY EBMUD MAPPING UNIT.

CURVE TABLE			
NO	RADIUS	DELTA	LENGTH
C1	47.00'	27°37'31"	22.66'

LINE TABLE		
NO	BEARING	LENGTH
L1	S 21°23'15" W	22.40'

DETAIL
(NO SCALE)

HATCHED AREA DENOTES
REMAINING OF 40' R/W
1622-B IN LOT 10,
AREA=3.5 SQ. FT.±