

REAL PROPERTY PURCHASE AND SALE AGREEMENT AND ESCROW INSTRUCTIONS

THIS PURCHASE AND SALE AGREEMENT AND ESCROW INSTRUCTIONS ("Agreement") is dated for reference purposes only, as _____, 2023 and is by and between Kelseyville Seniors, Inc., a California non-profit public benefit corporation, (hereinafter referred to as "Seller") and the COUNTY OF LAKE, a political subdivision of the State of California (hereinafter referred to as a "Buyer"). Buyer and Seller shall be referred to from time to time hereinafter individually as "Party" or collectively as "Parties".

RECITALS

WHEREAS, Seller is the owner of a parcel of real property located at 5245 3rd St. Kelseyville, CA 95451, identified as Lake County Assessor's Parcel No. 024-083-060-000 and more particularly described in Section One herein below and by the legal description that is attached hereto and incorporated herein by reference as "Exhibit A", (hereinafter, the "Property"); and

WHEREAS, on _____, the Lake County Board of Supervisors adopted Resolution Number _____ designating the Property as a community asset; and

WHEREAS, the Seller has successfully operated a senior center at this Property since 2002 when the property was acquired and would like to have a proprietary owner to support further financial security.

WHEREAS, the County has determined that it is in the best interest of the public to allow Buyer to purchase the Property for continuing Sellers program pursuant to Government Code section 26227, which allows the Board of Supervisors to make funds available for programs deemed necessary to meet the social needs of the County and which allows this Board to finance or assist in the financing of the acquisition or improvement of real property and furnishings to be owned or operated by any public agency, nonprofit corporation, or nonprofit association to carry out the programs, through a lease, installment sale, or other transaction, in either case without complying with any other provisions of this code relating to acquiring, improving, leasing, or granting the use of or otherwise disposing of county property.

NOW, THEREFORE, in consideration of the mutual covenants and conditions contained herein, the parties hereto agree as follows:

One. The Property. The Property which is the subject of this Agreement is located at 5245 3rd St. Kelseyville, CA 95451, identified as Lake County Assessor's Parcel No. 024-083-060-000, and is described by the legal description contained in Exhibit "A" hereto, with all rights, privileges, easements and appurtenances thereto, including, without limitation, all mineral and water rights, all permanent improvements, and Seller's personal property fixtures thereon at Close of Escrow.

Two. As-Is Sale. The PARTIES are entering into an "as-is" purchase and sale of the Property, with no warranties or representations made by the Seller whatsoever and is subject to those encumbrances of record as stated in Preliminary Title Report First American Title Company, dated May 16, 2022. The Buyer acknowledges its possession and consideration of the Preliminary Title Report and its contents. Buyer acknowledges that, except as otherwise stated in the Agreement, Buyer is purchasing this Property in its existing condition and will, by the time called for herein, make or have waived all inspections the Buyer believes are necessary to protect its own interest in, and its contemplated use of, the Property.

Three. Purchase Price.

- a. Amount. The total purchase price to be paid by Buyer to Seller for the Property shall be \$117,795.00 (the "Purchase Price").
- b. Cash Due at Closing. At the "Close of Escrow" (as hereinafter defined), Buyer shall deposit the Purchase Price into a special trust fund held in the County treasury in the following manner:
- c. Payments, Credits and Loan Forgiveness.

Four. Date of Agreement. The Date of Agreement shall be the date on which this Agreement has been duly executed by both Parties.

Five. Escrow and Closing. This Agreement shall constitute not only the agreement of purchase and sale between Buyer and Seller, but also instruction to Escrow Holder for the Consummation of the Agreement through Escrow. The Parties agrees that First American Title Company will serve as Escrow Holder. Escrow Holder shall not prepare any further escrow instructions relating to or amending the Agreement unless specifically so instructed in writing by the Parties hereto. Subject to the reasonable approval of the Parties, Escrow Holder, may, however, include its standard general escrow provisions. In the event there is any conflict between the provisions of this Agreement and the provisions of any additional escrow instructions, the provisions of this Agreement shall prevail as to the Parties and the Escrow Holder.

- a. Buyer's Obligation Upon Opening of Escrow. Not later than five (5) business days following the Opening of Escrow, Buyer shall submit to the Escrow Holder:
 - 1) Sufficient cash to pay Buyer's share of all escrow costs, prorations and closing expenses not later than one (1) business day prior to the Close of Escrow.
 - 2) The Deposit referenced in section Three hereinabove.
- b. Seller's Obligations Upon Opening Escrow. Not later than ten (10) business days following the Opening of Escrow, Seller shall submit to the Escrow Holder:
 - 1) A fully executed and duly notarized Grant Deed in the form of Exhibit "B" attached hereto ("the Grant Deed")
- c. Closing Procedure. Not later than three (3) business days after each of the items described in Sections Three (a) and Three (b) have been deposited into Escrow, all conditions to Close of Escrow have been satisfied, and Title Company is prepared to issue the title policies described herein below, Escrow holder shall do all of the following:
 - 1) Record (in the following order) in the Office of the County Recorder the Grant Deed
 - 2) Deliver the Following to the Seller:
 - i. Proof The Deposit Payment was made into the special trust fund
 - ii. A Conformed copy of the recorded Grant Deed, indicating the recording information;
 - 3) Deliver the Following to Buyer:
 - i. A Conformed copy of the recorded Grant Deed, indicating the recording information;

Six. Contingencies to Closing. The Closing of this transaction is contingent upon the satisfaction or waiver of the following contingencies:

- a. Disclosure. Seller shall make to Buyer, through Escrow, all the applicable disclosures required by law and shall complete a Property Information Sheet concerning the Property.

Seller shall provide Buyer with the following items in Seller's reasonable possession or which were prepared for Seller: copies of building plans and drawings, governmental approvals and permits, property reports, information regarding easements and rights of way, ALTA and/or other surveys. Buyer has sixty (60) days from the Date of the Agreement to approve or disapprove the matters disclosed.

- b. Physical Inspection. Buyer has sixty (60) days following the Date of the Agreement to satisfy itself with regard to the physical aspects and size of the Property.
- c. Hazardous Substance Conditions Report. Buyer has sixty (60) days following the Date of the Agreement to satisfy itself with regard to the environmental aspects of the Property. Seller recommends that Buyer obtain a Hazardous Substance Conditions Report concerning the Property and relevant adjoining properties. Any such report shall be paid for by Buyer. A "Hazardous Substance" for purposes of this Agreement is defined as any substance whose nature and/or quantity of existence, use, manufacture, disposal, or effect, render it subject to federal, state or local regulation, investigation, remediation or removal as potentially injurious to public health or welfare. A "Hazardous Substance Condition" for purposes of this Agreement is defined as the existence on, under or relevantly adjacent to the Property of a Hazardous Substance that would require remediation and/or removal under applicable federal, state or local law. Within thirty (30) days following the Date of the Agreement Seller shall provide Buyer with copies of any existing environmental reports and any other environmental information regarding the Property.
- d. Soil Inspection. Buyer has sixty (60) days from the Date of the Agreement to satisfy itself with regard to the condition of the soils on the Property. Seller recommends that Buyer obtain a soil test report. Any such report shall be paid for by Buyer. Seller shall provide Buyer with copies of any soils report that Seller may have within thirty (30) days following the Date of the Agreement.
- e. Governmental Approvals. Buyer has sixty (60) days from the Date of the Agreement to satisfy itself with regard to approvals and permits from governmental agencies or departments which have or may have jurisdiction over the Property and which Buyer deems necessary or desirable in connection with its intended use of the Property, including, but not limited to, permits and approvals required with respect to zoning, planning, building, fire, Americans with Disabilities Act requirements and environmental matters.
- f. Conditions of Title. Escrow Holder shall cause a current commitment for title insurance concerning the Property issued by the Title Company and a scaled and dimensioned plot showing the location of any easements to be delivered to Buyer within thirty (30) days following the Date of the Agreement. Buyer has sixty (60) days from the Date of the Agreement to satisfy itself with regard to the conditions of title.
- g. Other Agreements. Seller shall within thirty (30) days following the Date of the Agreement provide Buyer with legible copies of all other agreements known to Seller that will affect the Property after Closing. Buyer has sixty (60) days from the Date of the Agreement to

satisfy itself with regard to such Agreements, including but not limited to, service agreements for air conditioning, heating, alarm services, or other monitoring services.

- h. Destructions, Damage or Loss. Subsequent to the Date of the Agreement and prior to Closing there shall not have occurred a destruction of, or damage or loss to, the Property or any portion thereof, from any cause whatsoever, which would cost more than ten thousand dollars (\$10,000) to repair or cure. If the cost of repairs or cure is \$10,000 or less, Seller shall repair or cure prior to Closing. Buyer shall have the option, within ten (10) days after receipt of notice of a loss costing more than \$10,000 to repair or cure, to either terminate the Agreement or to purchase the Property notwithstanding such loss, but without deduction or offset against the Purchase Price.
- i. Material Change. Buyer shall have ten (10) days following the receipt of written notice of Material Change within which to satisfy itself with regard to such change. "Material Change" shall mean a substantial adverse change in the use, occupancy, title, or condition of the Property that occurs after the Date of Agreement and prior to Closing. Unless otherwise notified in writing, Escrow Holder shall assume no Material Change has occurred prior to Closing.

Seven. Possession. Possession of the Property shall be given to Buyer at the Closing.

Eight. Notices. Whenever any Party or Escrow Holder desires to give or serve any notice, demand, request, approval, disapproval, or other communication, each such communication shall be in writing and shall be delivered personally, by mail, by facsimile transmission, or e-mail to the addresses set forth below:

County of Lake
255 N. Forbes Street
Lakeport, CA 95453
Attn: Susan Parker
Email: susan.parker@lakecountycal.gov
Phone: (707) 263-2580

Kelseyville Seniors, Inc.
PO BOX 1058
Kelseyville, CA 95451
Attn: Lorna Sides
E-Mail: kelseyvilleseniors@gmail.com
Phone: (707) 279-2175

Nine. Applicable Law. This Agreement shall be governed by the laws of the State of California. Any litigation or arbitration between the Parties hereto concerning this Agreement shall be initiated in the County of Lake, where the Property is located.

Ten. Counterparts. This Agreement may be executed by Buyer and Seller in counterparts, each of which shall be deemed original, and all of which together shall constitute one and the same instruments. Escrow Holder, after verifying that the counterparts are identical except for the signatures, is authorized and instructed to combine the signed signature pages on one of the counterparts, which shall then constitute the Agreement.

Eleven. Construction of Agreement. In construing this Agreement, all headings and titles are for the conveniences of the parties only and shall not be considered a part of this Agreement. Whenever required by the context, the singular shall include plural and vice versa. This Agreement shall not be construed as if prepared by one of the Parties, but rather according to its fair meaning as a whole, as if both Parties prepared it.

IN WITNESS WHEREOF, Buyer and Seller have executed this Real Property Purchase and Sale Agreement and Escrow Instructions as set forth above, to be effective as of the date executed by the Seller.

KELSEYVILLE SENIORS, INC. (SELLER)

COUNTY OF LAKE (BUYER)



Board Chair

CHAIR, Board of Supervisors

ATTEST: SUSAN PARKER
County Administrative Officer

By: _____

APPROVED AS TO FORM:
LLOYD GUINTIVANO
County Counsel

By: 
Lloyd Guintivano (Nov 13, 2023 16:53 PST)