



DEPARTMENT OF ADMINISTRATIVE SERVICES

*on behalf of the*

Successor Agency to the Former  
Placer County Redevelopment Agency

INVITATION FOR SEALED BIDS

*to purchase*

Real Property

**FORMER SWISS MART PROPERTY**

Kings Beach, California  
Lake Tahoe

Bid No. 10518

Release Date: March 24, 2016

~~Written Bid Deadline: May 25, 2016  
not later than 5:00:00 PM (Pacific)~~

~~Bid Opening/Receipt of Oral Bids: May 26, 2016 – 10:00 am (Pacific)~~

The bidding period has expired, however this property is still available. Interested parties should contact Placer County at 530-889-4950.

Placer County IFB No. 10518  
Former Swiss Mart Property

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**ATTACHMENTS**

- A. Agreement of Purchase and Sale
- B. Bid Form (for written bids)
- C. Bidder Registration Form (for oral bids)

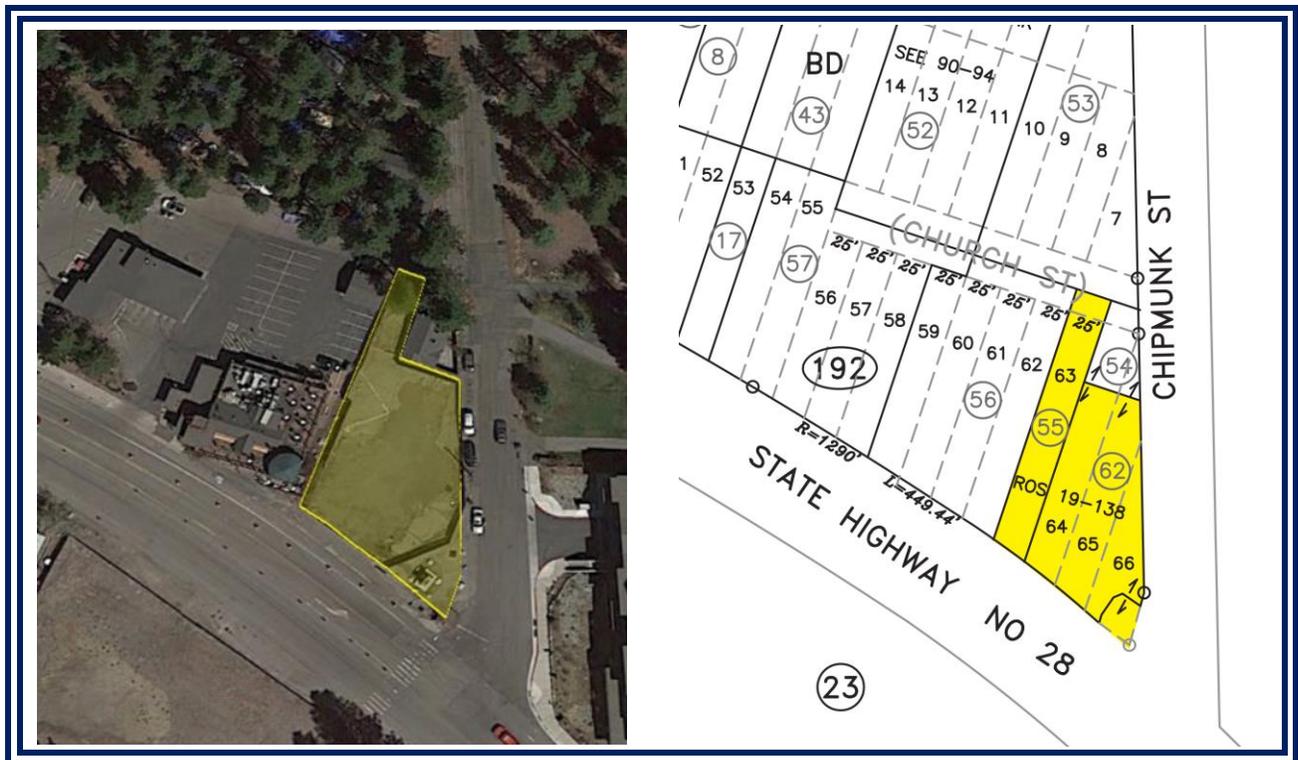
**OTHER RELATED DOCUMENTS (see links within this IFB)**

- 1. Proposed Placer County Tahoe Basin Area Plan, Public Review Draft June 2015
- 2. Kings Beach Community Plan
- 3. Kings Beach Vision Plan September 2013
- 4. Placer Title Company Preliminary Report Order No. 102-42985 July 21, 2015
- 5. Appraisal of Former Swiss Mart, Johnson Valuation Group Ltd, August 19, 2015
- 6. Tahoe Regional Planning Agency Regional Plan and Code of Ordinances
- 7. Kings Beach Gateway Monument Sign, County of Placer Department of Public Works Highway Easement
- 8. County of Placer Low-Threat Underground Storage Tank Case Closure Confirmation Report September 4, 2014, and Lahontan Regional Water Quality Control Board No Further Action Required Letter June 3, 2015
- 9. Swiss Mart Property Site Cleanup History (State Water Resources Control Board GeoTracker)
- 10. Kings Beach Benefit Assessment District No. 1 Engineer's Report October 23, 2012

## 1.0 INTRODUCTION

The Successor Agency to the Former Placer County Redevelopment Agency (Successor Agency) is offering for sale the real property described in this Invitation for Bids (IFB). The property is located at 8793 North Lake Boulevard in Kings Beach, California. It is generally referred to as the former "Swiss Mart Property". The complete property is described in Section 8.0. The vacant, commercial property is approximately 0.3 acres and is in the main commercial corridor of Kings Beach. The property is a remediated, former gasoline service station. Underground storage tanks and structures have been removed, environmental assessment and remediation performed, and regulatory closure received. The property is at the northwest corner of the intersection of North Lake Boulevard (State Route 28) and Chipmunk Street within the boundaries of the Kings Beach Town Center.

Address: 8793 North Lake Boulevard, Kings Beach, California  
APNs: 090-192-055 and 090-192-062



The Successor Agency is authorized to sell this property according to a Long-Range Property Management Plan developed by the Successor Agency and approved by the California Department of Finance. Placer County staff is tasked with coordinating the bid-sale process on behalf of the Successor Agency. All bids must be submitted in accordance with the instructions contained in this IFB.

The minimum bid for this property is **Five Hundred Forty Thousand Dollars (\$540,000)**. No bids will be accepted for less than the minimum bid price.

## 2.0 DISCLAIMERS

The information contained in this IFB has been obtained from sources which the Successor Agency believes to be reliable and accurate. The Successor Agency reserves all rights with regard to this IFB, including but not limited to the right to amend, modify, or cancel this IFB. Information included herein is believed to be accurate, but should be independently verified by potential respondents prior to reliance upon such information.

## 3.0 INQUIRIES

Direct all inquiries regarding this IFB in writing to:

Placer County Department of Facility Services  
Property Management  
11476 C Avenue  
Auburn, CA 95603  
Phone: (530) 886-4950

It is recommended that you do not contact County departments, County staff, or other parties directly. Information provided by other than the above contact may be invalid, and bids which are submitted in accordance with such information may be declared non-responsive.

## 4.0 ADDENDUMS

In the event that it becomes necessary to revise any part of this IFB, written addenda will be issued. Any amendment to this IFB is valid only if in writing and issued by the Placer County Procurement Services Division.

All addenda for this IFB will be distributed via Placer County's website:

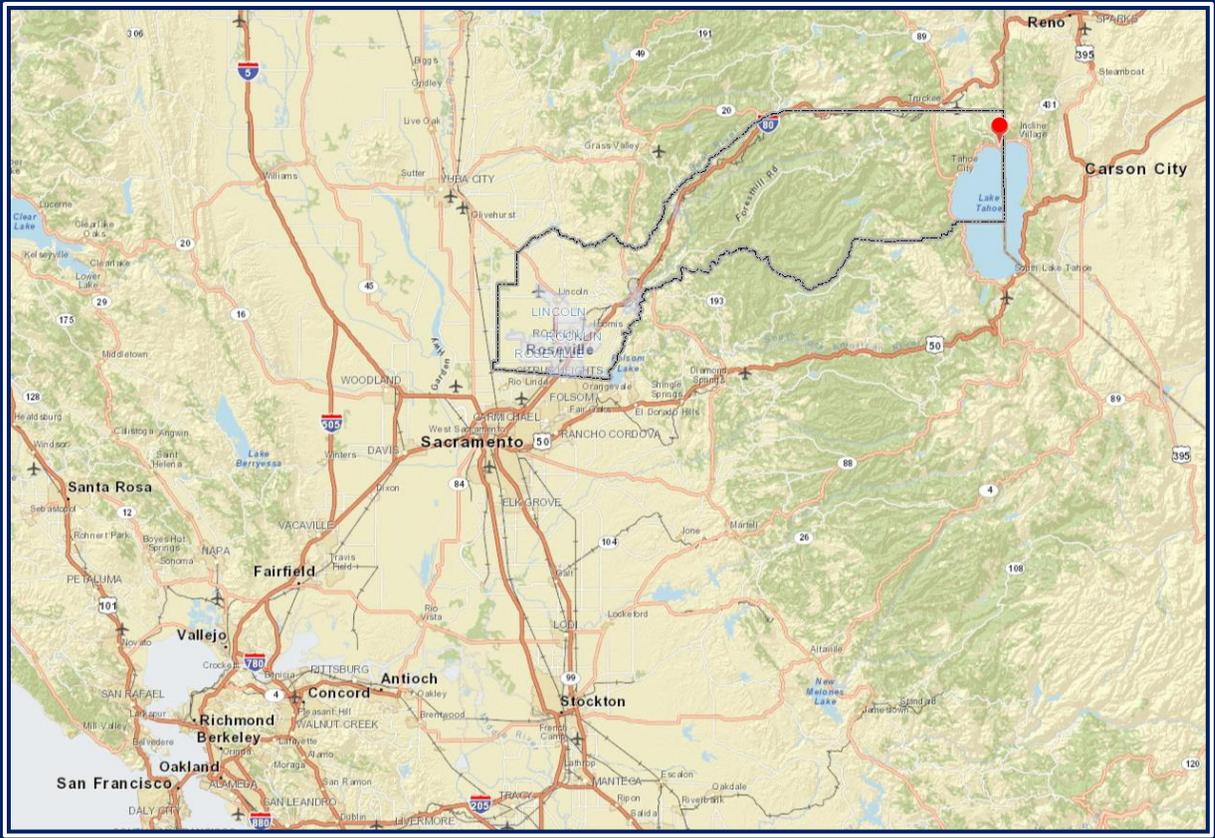
[www.placer.ca.gov/kingsbeachsale](http://www.placer.ca.gov/kingsbeachsale)

**It is the bidder's sole responsibility to monitor this website for possible addenda to this IFB.** Failure of bidder to retrieve addenda from this site shall not relieve him/her of the requirements contained therein. Additionally, failure of bidder to return and sign addenda or otherwise formally acknowledge any addendum, when required, may be cause for rejection of his/her bid.

**5.0 THE KINGS BEACH COMMUNITY**

The Lake Tahoe Basin is a world-famous tourist destination, located approximately 200 miles northeast of San Francisco, California and approximately 40 miles southwest of Reno, Nevada.

**Northern California**



The North Lake Tahoe region is largely a mountain tourist community catering to winter skiing, summer watersports, and year-round outdoor enthusiasts. Kings Beach is at the northern end of Lake Tahoe near the California–Nevada border. Kings Beach is one of the primary commercial, residential, and recreational centers in the Lake Tahoe Basin.

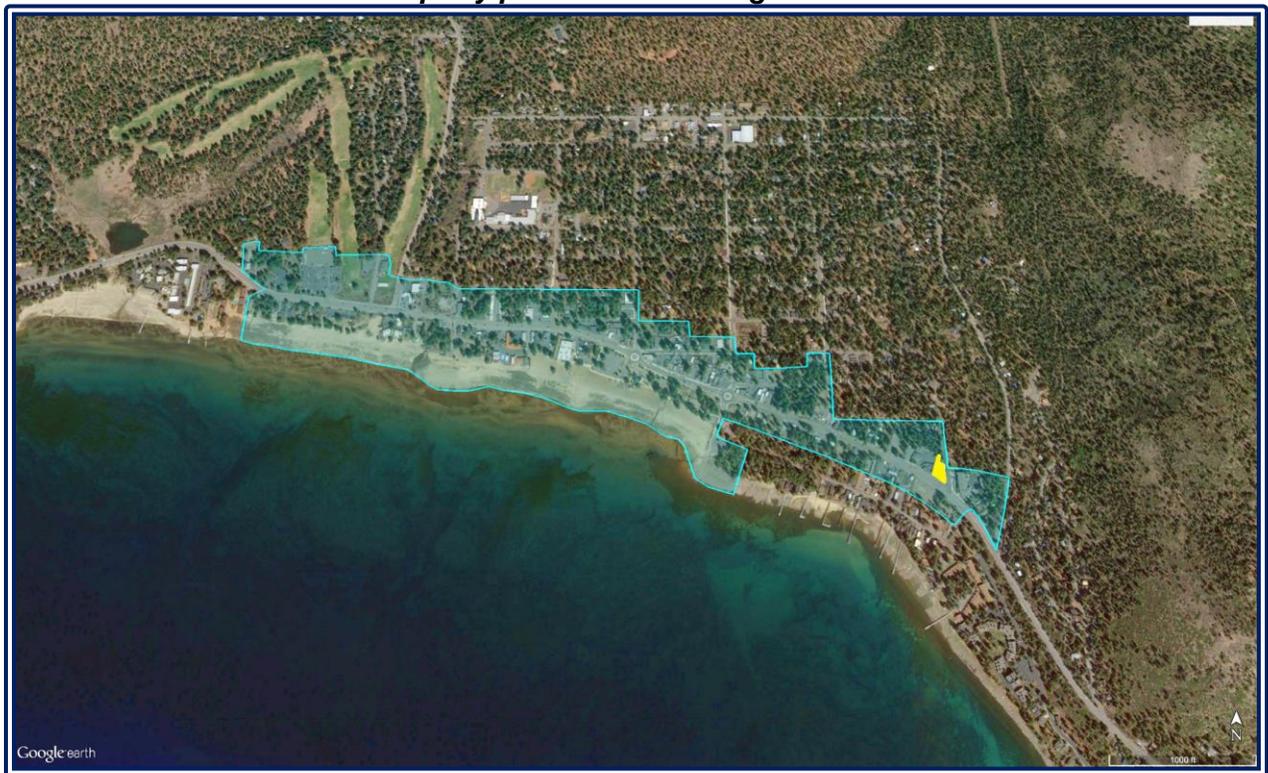
### Lake Tahoe Basin



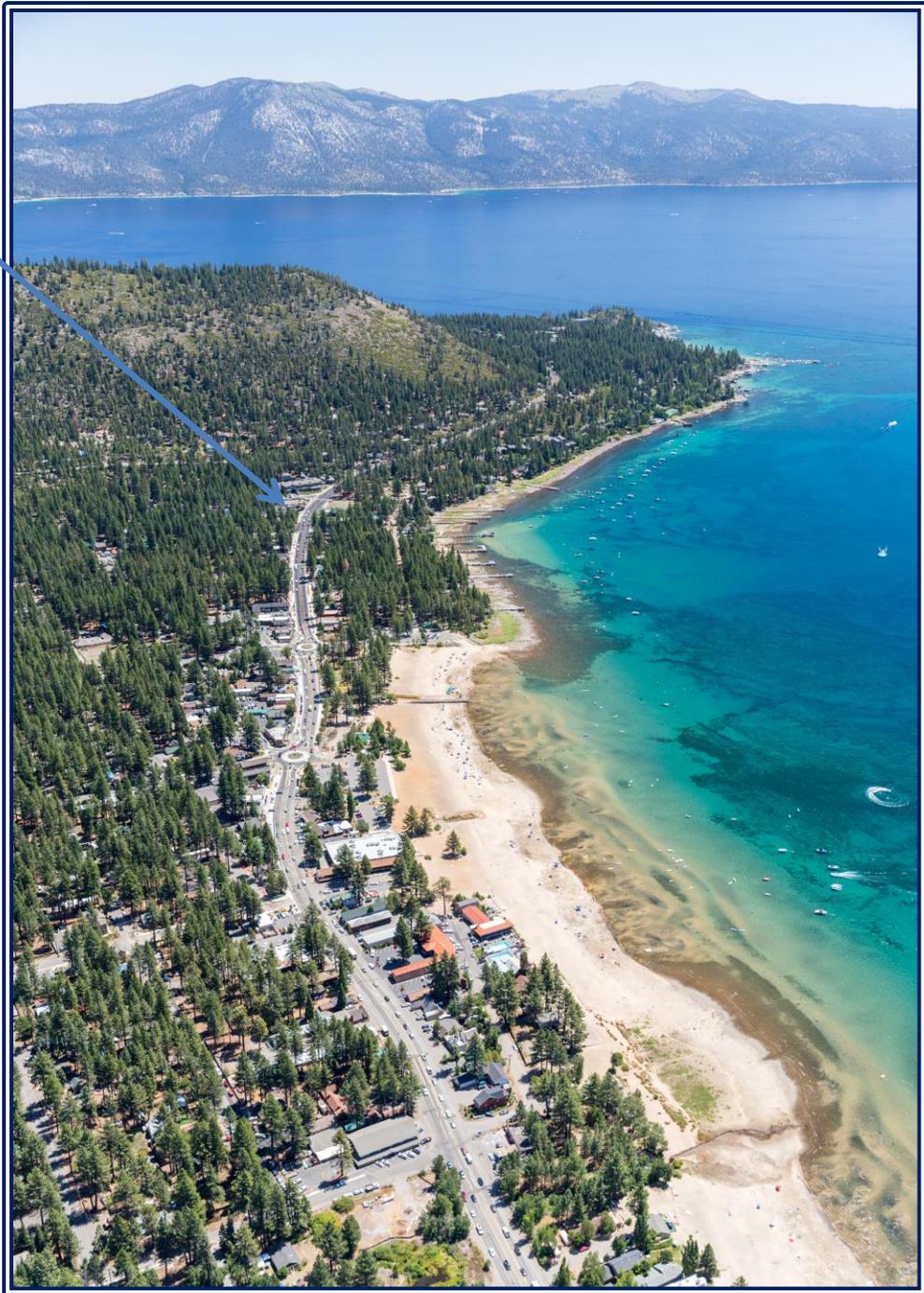
The Tahoe Regional Planning Agency (TRPA) Regional Plan and the proposed Placer County Tahoe Basin Area Plan promote the concept of “Town Centers” as areas of commercial and mixed-use development. The proposed Tahoe Basin Area Plan can be reviewed at: <http://www.placer.ca.gov/departments/communitydevelopment/planning/tahoebasinareaplan>

Town Centers encourage redevelopment and revitalization in a manner that improves environmental and economic conditions. The transfer of development rights from environmentally sensitive lots and outlying residential areas to Town Centers is encouraged to create opportunities to improve water quality around the Lake. The Swiss Mart Property is located at the eastern entrance to the Kings Beach Town Center (see yellow highlighted area in the aerial photograph below).

**Swiss Mart Property parcels within Kings Beach Town Center**



Swiss Mart  
Property



***Kings Beach Community – aerial view***

Kings Beach and the commercial corridor have been a major focus of Placer County redevelopment programs as evidenced by its large redevelopment investment in the Kings Beach Commercial Core Improvement Project, public parking lots, housing projects, streetscape, and other improvements. The Kings Beach Commercial Core Improvement Project is a Placer County Public Works project representing a public investment in excess of \$45 Million to revitalize the area through storm water treatment infrastructure, reconfiguring and rebuilding State Route 28, streetscape beautification and adding 10-foot walkways, Class 2 bike lanes, and public bus shelters.



***Kings Beach Commercial Corridor Improvements***



Land uses in the Kings Beach Town Center are commercial, mixed use, and residential. The Kings Beach Community Plan designates the area as the East Entry Commercial Area. The Kings Beach Community Plan can be reviewed at <http://www.trpa.org/wp-content/uploads/Kings-Beach-Community-Plan.pdf>. This area is the entry of State Route 28 into the commercial area of Kings Beach. The Kings Beach community envisions an attractive boulevard and entry features. The Kings Beach Vision Plan, September 2013, can be reviewed at <http://www.placer.ca.gov/~media/cdr/planning/commpans/tahoebasinupdate/workshops/julycharrette/kbvision%20compositefinal.pdf?la=en>. The area is a transition from the downtown pedestrian area to the surrounding residential areas. The street frontage improvements and setbacks are boulevard in nature. The commercial area would contain a mixture of residential and commercial uses that are compatible with a scenic roadway. Future development of the Swiss Mart Property should meet the concepts and standards of the proposed Placer County Tahoe Basin Area Plan at <http://www.placer.ca.gov/departments/communitydevelopment/planning/tahoebasinareaplan>.

## 6.0 MULTIPLE KINGS BEACH PROPERTIES FOR SALE

The Swiss Mart Property is one of four (4) properties owned by either the Successor Agency or Placer County in Kings Beach that will be offered by either a sealed bid sale or a competitive Request for Information (RFI) process. The properties are commonly referred to as the Swiss Mart Property (highlighted in yellow below), Eastern Gateway Property (green), Kings Beach Center (orange), and Town Center South (magenta).



***Four Kings Beach Properties Offered for Sale or Development***

All four of the Kings Beach properties are being offered separately, though it may be possible for a developer to combine two or more of the properties into a single related or compatible project.

The purpose of this Invitation for Bids is to solicit offers only for the Swiss Mart Property. Prospective buyers who are interested in the other properties are encouraged to contact County staff pursuant to Section 3.0 of this IFB, or monitor the Placer County Procurement website for further information on the schedule for other properties. It is anticipated that a Request for Information (RFI) will be released during Spring of 2016 to solicit interest from potential buyers and developers for each of the other three properties.

**7.0 TENTATIVE BID SCHEDULE**

The following represents the tentative schedule for this IFB and subsequent sale of the Swiss Mart Property. Any change in the scheduled Guided Site Visits, Deadline for Questions, Sealed Bids Due date, or Call for Oral Bids will be advertised in the form of an addendum to this IFB. The schedule for other milestone dates may be adjusted without notice.

ACTIVITY	DATE
Guided Site Visit #1	April 6, 2016 1:00 pm
Guided Site Visit #2	April 21, 2016 10:00 am
Deadline for Questions	May 3, 2016
Sealed Bids Due	May 25, 2016 – 5:00 pm
Location: <a href="#">2964 Richardson Drive, Auburn CA</a>	
Sealed Bid Opening & Call for Oral Bids	May 26, 2016 – 10:00 am
Location: North Tahoe Event Center <a href="#">8318 No. Lake Blvd, Kings Beach</a>	
Approval of Sale - Successor Agency Board, and Successor Agency Oversight Board	Approx. June 7, 2016
Due Diligence Phase	45 Day Contingency Investigation Period
Escrow Closes	Within 30 Days of End of Due Diligence Phase

The Due Diligence Phase and the Escrow Close will follow the schedule and terms of the Agreement of Purchase and Sale described in **Sections 9.0 and 17.0** of this IFB.

**8.0 SWISS MART PROPERTY DESCRIPTION**

The Swiss Mart Property is currently owned by the Successor Agency. The property consists of two parcels, with one of the parcels having a highway easement for the Kings Beach Gateway Monument. A legal description of the property and Assessor’s Parcel Map are included in the Placer Title Company Preliminary Report, which is available at: [www.placer.ca.gov/kingsbeachsale](http://www.placer.ca.gov/kingsbeachsale). An appraisal of the Former Swiss Mart Property dated August 19, 2015, is also provided at [www.placer.ca.gov/kingsbeachsale](http://www.placer.ca.gov/kingsbeachsale)

**APNs and Address:** APN 090-192-055 and 090-192-062  
8793 North Lake Boulevard, Kings Beach

**Land Area:** Approximately 13,082 square feet  
(Approximately 0.3 acres)

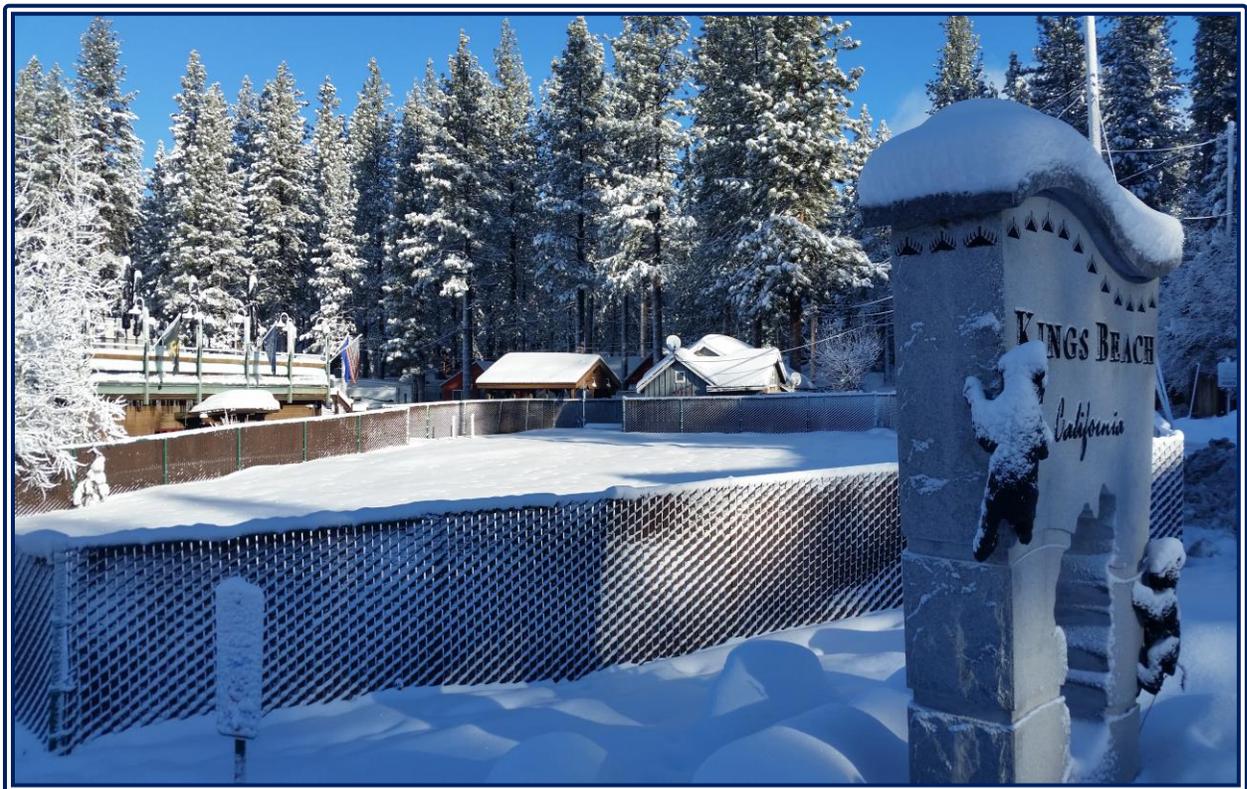
**Plan Area, Zoning, Land Capability:** Kings Beach Community Plan;  
East/West Entry Commercial;  
Class 5 and 1

**Development Commodities:** Verified Land Coverage – 10,833 square feet  
Commercial Floor Area – 1,326 square feet

Additional information on zoning and development can be reviewed in the Tahoe Regional Planning Agency Regional Plan and Code of Ordinances at: <http://www.trpa.org/regional-plan/>

The parcels are served by the North Tahoe Public Utility District (water and sewer), Liberty Energy Company (electricity), and Southwest Gas Corporation. Trash service is provided by the Tahoe Truckee Sierra Disposal Company.

The property is relatively flat and gently sloping towards North Lake Boulevard. The ground surface is a mix of asphalt pavement and gravel. There is limited vegetation on the property. Some landscape trees are present along the southwest property boundary and a single native pine tree is located at the north end of the property. Most of the property, excluding the monument easement, is currently encompassed by a chain link fence with light brown privacy slats. The property is easily accessible for future project development.



**Swiss Mart Property – Street View**

The property includes the Kings Beach Gateway Monument, which welcomes visitors to the Kings Beach Community. The monument is constructed on a 584-square foot Placer County Department of Public Works Highway Easement (Placer County recorded document 2014-0059208-00). A copy of the recorded Easement is provided at: [www.placer.ca.gov/kingsbeachsale](http://www.placer.ca.gov/kingsbeachsale). The easement and monument will remain with the Swiss Mart Property. Placer County is responsible for the cost and care of maintaining the monument.



***Kings Beach Monument***

## **9.0 GENERAL CONDITIONS**

- 9.1 As-Is Sale, Condition of Property. The Swiss Mart Property is offered for sale on an “AS-IS” basis. Prospective bidders are advised to fully investigate the property with regard to its exact location, condition, desirability, and usefulness. Bidders are also encouraged to read the disclosures, available documents, and information referred to this IFB to evaluate the property thoroughly prior to submitting a bid.

Failure of any bidders to inspect or to fully inform him/herself as to the condition of all or any portion of the premises or property offered, will not constitute grounds for any claim or demand for adjustment or withdrawal of bid after it is submitted.

- 9.2 Due Diligence. The successful bidder and the Successor Agency will execute an Agreement of Purchase and Sale, **Attachment A**. The Agreement allows for a 45-day Contingency Investigation Period prior to closing escrow. The successful bidder will have a limited right of entry to investigate the Swiss Mart Property to approve or disapprove specific Property Contingencies included in the Agreement of Purchase and Sale.
- 9.3 Buyer’s Broker. A licensed real estate broker who is instrumental in obtaining the successful bid may be entitled to a commission. Pursuant to Government Code §25527, the name of the licensed real estate broker must be contained in or with the sealed bid and/or stated in or with the oral bid. The successful bidder must provide a copy of the bidder’s agent representation agreement to the escrow agent as required in the Agreement of Purchase and Sale, **Attachment A**. If the highest bidder is represented by a licensed real estate broker, a commission of three percent (3%) of the purchase price shall be paid at the close of escrow to the broker representing the successful bidder, pursuant to the Agreement of Purchase and Sale.

9.4 Guided Site Visits. Prospective bidders will have two opportunities to visit the property, guided by County staff. Both site visits will offer the same information and access. Two dates have been scheduled solely for the convenience of bidders. Attendance is strictly voluntary; bidders do not need to attend to be eligible to submit a bid. However, these are the only opportunities that will be scheduled to gain full access to the property prior to the bid submittal deadline. Please arrive promptly at the designate time to assure that staff will have sufficient time to address any questions you may have.

- **Guided Site Visit #1** April 6, 2016 – 1:00 pm  
8795 No. Lake Blvd, Kings Beach, CA  
(State Route 28 at Chipmunk Street)
- **Guided Site Visit #2** April 21, 2016 – 10:00 am  
8795 No. Lake Blvd, Kings Beach, CA  
(State Route 28 at Chipmunk Street)

## 10.0 DISCLOSURES

### 10.1 Placer County Redevelopment Agency Acquisition

The Swiss Mart Property was originally acquired by the Placer County Redevelopment Agency in 2006. Upon dissolution of the Placer County Redevelopment Agency on February 1, 2012, the Successor Agency assumed the rights, obligations and interests of the Redevelopment Agency, including the Swiss Mart Property. The sale of the property was proposed in the Long-Range Property Management Plan (LRPMP) prepared by the Successor Agency and approved by the California Department of Finance. The purpose of the LRPMP is to address the disposition of the real properties of the former Redevelopment Agency.

### 10.2 Regulatory Closure of Former Remediated Gasoline Service Station

The Redevelopment Agency acquired the property as a closed gasoline service station that had been partially assessed and remediated. The Redevelopment Agency completed the removal of underground fuel storage tanks, demolition of the structures and the remediation of petroleum hydrocarbons from the site. Site remediation included the extraction and removal or treatment of petroleum hydrocarbons in soil, groundwater and vapor. Petroleum hydrocarbons remain in the soil and groundwater beneath the site, but the remaining concentrations pose a low threat to human health, safety and the environment, and the site meets the criteria of the Water Quality Control Policy for Low-Threat Underground Storage Tank Case Closure. The site is suitable for general commercial development or use. Placer County Department of Public Works and Facilities (formerly the Department of Facility Services) prepared a Low-Threat Underground Storage Tank Case Closure Confirmation report dated September 4, 2014 on behalf of the Successor Agency. The Lahontan Regional Water Quality Control Board (Regional Board) is the lead regulatory agency overseeing the site. Based on the site assessment and remediation performed at the site, the Regional Board prepared a No Further Action Required letter dated June 3, 2015, confirming the completion of the site investigation and corrective action for the underground storage tanks and former gasoline service station. Copies of the County's Closure Confirmation report and the Regional Board's letter are provided at: [www.placer.ca.gov/kingsbeachsale](http://www.placer.ca.gov/kingsbeachsale). Environmental monitoring, investigation and remediation results and reports, as well as agency correspondences for the Swiss Mart Property, can be downloaded and reviewed at the State of California Water Resources Control Board's GeoTracker website: [http://geotracker.waterboards.ca.gov/profile\\_report.asp?global\\_id=T0606100324](http://geotracker.waterboards.ca.gov/profile_report.asp?global_id=T0606100324)

The Swiss Mart Property is suitable for commercial development, but prospective bidders should confirm that the site is appropriate for their intended use. The site has access to municipal water services, and groundwater beneath the property is not considered a drinking water source. The soil at the site meets the low-threat criteria for direct contact for commercial, construction or utility workers. The remediation performed at the site resulted in the No Further Action Required letter and closure of the site from the Regional Board. Future uses and construction activities at the site should be performed according to applicable codes, regulations or requirements of regulatory agencies.

- 10.3 Kings Beach Gateway Monument Highway Easement and APN Parcel Number Change  
APN 090-192-062 was originally APN 090-192-041 with an address of 8797 North Lake Boulevard. The parcel number was changed as part of the process to record the Kings Beach Gateway Monument Highway Easement by the Placer County Department of Public Works. The monument and easement will remain with the property.
- 10.4 Kings Beach Benefit Assessment District No. 1 Annual Assessment  
Kings Beach Benefit Assessment District No. 1 (District) was established for owners of benefiting parcels to pay the estimated costs of the maintenance, service and snow removal for the District's sidewalk improvements. Real properties within the boundaries of District No. 1 are assessed in proportion to the benefit received. The Swiss Mart Property is comprised of benefiting parcels within the boundaries of the District, and the owner of the parcels is assessed annually. The Kings Beach Benefit Assessment District No. 1 Engineer's Report dated October 23, 2012 presents details of the District and method for assessing benefiting parcels, and is available at:  
<http://www.placer.ca.gov/~media/dpw/projects/documents/kbengrep101612.pdf?la=en>
- 10.5 Kings Beach Enhanced Infrastructure Financing District  
The Placer County Board of Supervisors may form an Enhanced Infrastructure Financing District (EIFD) to support infrastructure investments in the Kings Beach Town Center. This property has been identified as a potential participation property.

## **11.0 SUBMITTAL OF WRITTEN BIDS**

### **11.1 Due Date, Forms, Location**

Bids shall be submitted not later than the time and date indicated on the cover page of this IFB. All bids shall be submitted in a sealed envelope or container and clearly marked with the IFB number and title on the outside of the package, so as to prevent accidental opening prior to the due date/time.

Bids shall be submitted only on the forms provided by Placer County. The required Bid Form is included in **Attachment B**.

Bids must be delivered ONLY to:

Placer County Department of Administrative Services  
Procurement Services Division  
[2964 Richardson Drive](#)  
[Auburn, CA 95603-2640](#)

Bids submitted to other locations will not be considered valid. The County of Placer shall not be responsible for bids delivered to a person or location other than that specified above.

Faxed and/or emailed bids shall not be accepted. Late bids shall not be accepted or considered.

All bid documents, whether selected or rejected, shall become the property of Placer County and the Successor Agency, and will not be returned.

All costs associated with preparation and submittal of bids shall be borne by the bidder.

- 11.2 Minimum Bid. The minimum bid is **Five Hundred Forty Thousand Dollars (\$540,000)**. No bids will be accepted for less than the minimum bid price. All funds must be presented in lawful money of the United States, in the form of a certified check or cashier's check.

## 12.0 INITIAL AND EARNEST MONEY DEPOSIT

- 12.1 All bids must be accompanied by an Initial Deposit in the form of a bank certified check or cashier's check payable to **Placer Title Company Order No. 102-42985** in the amount of **Ten Thousand Dollars (\$10,000)**. Bids which do not include the deposit in the amount and/or form required will be rejected. Written Bids must include this deposit with their bid submittal. Bidders who do not submit a Written Bid, but intend to offer an Oral Bid, will be required to provide an Initial Deposit concurrent with the registration process prior to the call for Oral Bids.
- 12.2 Following conclusion of the Oral Bid Process, the County will retain the Initial Deposits from the three (3) highest bids, whether they were submitted by Written or Oral Bid. All other deposits will be returned to the bidders following the Oral Bid Process, either in person or by Certified Mail.
- 12.3 The successful bidder's Initial Deposit will be collected by the Successor Agency representative at the conclusion of the public bid and deposited in escrow to be applied towards the purchase price upon Close of Escrow. Following the close of escrow and successful sale of the property to the highest bidder, the Initial Deposits provided by the second and third highest bidders will be returned either in person or by Certified Mail.
- 12.4 In the event that the successful high bidder terminates or defaults on the purchase of the Swiss Mart Property, the Successor Agency may, at its discretion, offer the property for sale to the second highest bidder. If the second highest bidder also terminates or defaults, the property may be offered to the third highest bidder.
- 12.5 A portion of the Initial Deposit, **One Thousand Five Hundred Dollars (\$1,500) is an Earnest Money Deposit** and the successful bidder will forfeit Earnest Money Deposit to Successor Agency if there is not a Close of Escrow for the transaction, unless Successor Agency terminates the Agreement of Purchase and Sale, **Attachment A**, without fault of the bidder. The remainder of the Initial Deposit, Eight Thousand Five Hundred Dollars (\$8,500), will be returned, forfeited, or applied to the purchase price as provided for in the Agreement of Purchase and Sale.

### **13.0 BID OPENING AND CALL FOR ORAL BIDS**

- 13.1 Bids submitted by the Written Bid Deadline will remain sealed until the time established for the Bid Opening, at which time they will be publicly opened, read, and ranked (high bid to low bid). Subsequent to the opening of sealed written bids, the County will permit the submission of Oral Bids by any qualified person present at the Bid Opening.

Location: North Tahoe Event Center, [8318 No. Lake Blvd, Kings Beach, CA](#)

- 13.2 Bidders who wish to submit an Oral Bid do not need to have first submitted a written bid. However, any bidder who wishes to submit an Oral Bid must first register with Placer County at the site of the Bid Opening (see Bidder Registration Form, **Attachment C**), and must provide a Deposit in accordance with Section 12.1, above.

### **14.0 ORAL BID PROCESS**

- 14.1 Following the opening of Written Bids, the County will rank the bids received and identify the highest responsive Written Bid. The County will then invite bidders present at the opening of the Written Bids to offer Oral Bids. To be eligible to offer an Oral Bid, the bidder must have already submitted a valid Written Bid with the required Initial/Earnest Money Deposit, or have completed a Bidder Registration Form at the bid opening location and provided the required Initial/Earnest Money Deposit. Persons who wish to submit an Oral Bid shall produce valid identification, such as a driver's license, prior to the call for Oral Bids.
- 14.2 Oral Bid amounts shall be a minimum of five percent (5%) higher than the highest written bid or subsequent Oral Bid. The County will continue to accept Oral Bids in this manner until no further bids are received.
- 14.3 If the highest bid is received by Oral Bid, the highest bidder will be required to commit their bid to writing in the same manner as a Written Bid.
- 14.4 All Oral Bids offered during the oral bid period shall be deemed to have been made with full knowledge of all terms, conditions, and requirements herein contained.
- 14.5 If there are no Oral Bids, the bidder submitting the highest written bid will be declared to be the highest apparent bidder.

### **15.0 AWARD**

The property will be sold to the highest responsive, and responsible bidder meeting the requirements described herein. The Successor Agency may reject any and all bids, either written or oral, and withdraw the property from sale if such action is deemed to be in the Agency's best interest.

## **16.0 SUCCESSOR AGENCY'S RIGHT TO CANCEL SALE**

Successor Agency reserves the right to terminate the sale or bid process at any time, to reject any and all bids, and to waive irregularities in any bid received. If the successful bidder fails to purchase the Swiss Mart Property, the Successor Agency reserves the right to take such measures as it deems appropriate to sell the Swiss Mart Property. The Successor Agency may, but shall not have the obligation to, accept the next highest bid.

If the sale is cancelled solely at the Successor Agency's discretion, any and all monies received from prospective bidders will be refunded in full, without interest. All bidders and prospective buyers shall forfeit their right to any claims or equity against the Successor Agency.

## **17.0 AGREEMENT OF PURCHASE AND SALE**

The bidder submitting the highest bid, as identified by the County, shall within five (5) calendar days sign an Agreement of Purchase and Sale (**Attachment A**). The Agreement of Purchase and Sale and final sale of the property shall be subject to the approval of the Successor Agency Board and the Successor Agency Oversight Board, which will occur as soon as possible following the declaration of the successful bidder. The successful bidder will have an opportunity to conduct their Due Diligence through the Contingency Investigation Period as specified in the Agreement of Purchase and Sale.

## **18.0 FINAL PAYMENT**

- 18.1 The total balance of the winning bid (less the Deposit amount held in escrow by the County) shall be due in full prior to the Close of Escrow. Payment shall be made by cashier's check or certified check payable to **Placer Title Company Order No. 102-42985**.
- 18.2 If the successful bidder does not complete the sale for any reason not caused by the Successor Agency, the successful bidder shall forfeit all rights, including the right to the Earnest Money Deposit, which shall be retained by the Successor Agency to offset damages sustained as a direct and proximate result of bidder's failure to pay said balance. All right, title and interest in the Swiss Mart Property shall continue to remain vested in the Successor Agency free of any claim or equity of such bidder or those claiming through the bidder. However, in the event the Successor Agency Board or the Successor Agency Oversight Board does not approve the sale for any reason not caused by the bidder, the total amount of the Initial/Earnest Money Deposit will be refunded to the successful bidder either in person or by Certified Mail.

## **19.0 PUBLIC RECORD**

All materials submitted during the bid process will become public record, as prescribed by the State of California Public Records Act (Govt. Code 6250, et seq).

ATTACHMENT A  
BID NO. 10518  
SWISS MART PROPERTY

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**AGREEMENT OF PURCHASE AND SALE**

8793 NORTH LAKE BOULEVARD, KINGS BEACH, CALIFORNIA

THIS AGREEMENT OF PURCHASE AND SALE (the “**Agreement**”) is made by and between the Successor Agency to the Placer County Redevelopment Agency (“**Successor Agency**”) and \_\_\_\_\_ (“**Buyer**”). Successor Agency and Buyer are sometimes hereinafter referred to individually as a “Party” and collectively as the “Parties.”

RECITALS

A. Successor Agency is the owner of the vacant commercial property, consisting of approximately .30 acres located at 8793 North Lake Boulevard in the unincorporated area of Placer County known as Kings Beach, known as Placer County Assessor’s Parcel Nos. 090-192-055 and 090-192-062, described in the Property Map attached hereto as Exhibit A and more particularly described in Exhibit B (the “**Property**”).

B. The Successor Agency desires to sell the Property in accordance with the Successor Agency’s Long Range Property Plan (LRPMP) as approved by the Oversight Board to the Successor Agency and the California Department of Finance.

C. Pursuant to a competitive bid process, Buyer’s bid for the purchase of the Property was selected as the highest responsive bid.

NOW THEREFORE, for good and valuable consideration, the Parties hereby agree as follows:

**ARTICLE 1. GENERAL.**

1.1 Agreement. This Agreement incorporates by reference all exhibits attached hereto and all schedules and other attachments in the exhibits.

1.2 Effective Date. The Effective Date of this Agreement (the “**Effective Date**”) shall be the date upon which the last Party signs the Agreement, following Successor Agency Board and Successor Agency Oversight Board approvals. The Effective Date shall be immediately communicated to Buyer as provided herein, and a fully executed copy of this Agreement shall be delivered to Buyer and Escrow Holder within five (5) business days following the Effective Date.

**ARTICLE 2. PURCHASE AND SALE.**

2.1 Purchase and Sale. Upon the terms and conditions set forth in this Agreement, Successor Agency shall sell the Property to Buyer and Buyer shall purchase the Property from Successor Agency. The sale of the Property pursuant to this Agreement includes the following:

(a) All privileges and appurtenances pertaining to the Property, including all appurtenant rights, title and interest of the Successor Agency in or to adjacent streets, alleys or right(s) of way; and

(b) All Tahoe Regional Planning Agency (TRPA) conferred development rights existing as of the Effective Date which may include Tourist Accommodation Units (TAUs), Commercial Floor Area (CFA), Residential Units of Use (RUUs), Mobile Home Units (MUs), Recreational Vehicle Units and/or other “commodities” as they are commonly referred to, and/or other applicable jurisdictional rights, associated with the Property.

- 2.2 Price. The purchase price for the Property shall be \_\_\_\_\_ Dollars (\$\_\_\_\_\_) (the “**Purchase Price**”). The Parties agree that the Purchase Price has been established as the result of Placer County Invitation for Bids (IFB) No. 10518 (“**IFB No. 10518**”).
- 2.3 Payment. Upon the Close of Escrow, Buyer shall pay the entire Purchase Price (less any deposits previously paid and to be credited toward the Purchase Price pursuant to this Agreement) in cash, and as provided for herein.
- 2.4 Deposit. Buyer has made a deposit in the amount of Ten Thousand Dollars (\$10,000) (the “**Initial Deposit**”) with Buyer’s submission of the successful bid pursuant to IFB No. 10518. The Initial Deposit has been remitted to the Escrow Holder (defined below). The Initial Deposit will be applied to the Purchase Price at the Close of Escrow. A portion of the Initial Deposit in the amount of One Thousand Five Hundred Dollars (\$1,500) (the “**Earnest Money Deposit**”) is considered an earnest money deposit, and Buyer will forfeit the Earnest Money Deposit to Successor Agency if escrow does not close for the Property pursuant to this Agreement, unless the failure to close escrow results from (a) Successor Agency’s termination of this Agreement without a default by Buyer, or (b) Buyer’s termination of this Agreement due to Successor Agency’s default, in which case the entire Initial Deposit will be returned to Buyer.

### **ARTICLE 3. ESCROW AND TITLE.**

- 3.1 Escrow Opening. The purchase and sale of the Property shall be consummated by means of an escrow that Successor Agency has opened (Escrow Order No. 102-42985) at Placer Title Company (“**Escrow Holder**”) 193 Fulweiler Avenue, Auburn, CA 95603, Attention Debbie Yue, Telephone (530) 885-7722, Facsimile (530) 885-1592.
- 3.2 Escrow Instructions. Escrow Holder shall close escrow in accordance with this Agreement and any other escrow instructions provided by Successor Agency or Buyer, provided such instructions are consistent with the terms of this Agreement. The terms of this Agreement shall prevail if there is any inconsistency between this Agreement and any other escrow instructions, unless any such instruction specifically states that it is intended to supersede a provision of this Agreement and the instruction is contained in joint escrow instructions of the Parties or is otherwise approved in writing by both Parties.
- 3.3 Close of Escrow. The “Close of Escrow” or “Closing Date” means the date that the Grant Deed conveying the Property to Buyer is recorded in the Official Records of Placer County, California. Close of Escrow shall occur on or before thirty (30) calendar days after the expiration of the Contingency Investigation Period (defined in Section 4.1 below), or upon such other date as mutually agreed upon by the Parties. Successor Agency shall convey the Property to Buyer on the Closing Date

by Grant Deed in the standard form provided by Escrow Holder ("**Grant Deed**"), subject only to Permitted Exceptions (defined in Section 4.6 below).

- 3.4 Escrow Costs and Expenses. Buyer shall pay all recording fees required in connection with the Closing and the premium for any title policy that Buyer elects to obtain ("**Buyer's Title Policy**"). The cost of Buyer's Title Policy, including any endorsements Buyer may request, shall be paid by Buyer. Successor Agency shall pay any transfer taxes. Successor Agency and Buyer shall each pay one-half (1/2) of the escrow fees and document preparation costs. Successor Agency and Buyer shall each pay its own legal and consulting fees incurred with regard to this transaction. Successor Agency shall pay a real estate commission due in accordance with Section 9.2, if applicable.
- 3.5 Taxes/Assessments. All real estate taxes, assessments and any similar charges imposed upon the Property by the County of Placer or any other governmental or special district, organization or body shall be prorated as of the Close of Escrow.
- 3.6 Delivery of Documents and Funds; Closing.
- A. Successor Agency. Not less than one day prior to the Close of Escrow, Successor Agency shall deliver all of the following items to Escrow Holder:
- (1) The Grant Deed, duly executed and notarized;
  - (2) A Seller's Certificate of Non-Foreign Status pursuant to Section 1445 of the Internal Revenue Code of 1986, as amended, certifying that Successor Agency is not a foreign person;
  - (3) California Form 590 RE, Withholding Exemption Certificate for Real Estate Sales; and
  - (4) Such other instructions and documents as may be required by Escrow Holder to close escrow in accordance with this Agreement.
- B. Buyer. Not less than one day prior to the Close of Escrow, Buyer shall deliver all of the following items to Escrow Holder:
- (1) The Purchase Price (less the Initial Deposit), plus Buyer's share of closing costs and expenses, as adjusted by allowable proration, by cashier's or certified check or electronic transfer of funds, in lawful money of the United States;
  - (2) Funds in the amount necessary to pay the cost of Buyer's Title Policy;
  - (3) Executed broker agent representation agreement if Buyer is represented by a licensed real estate broker and a commission is due pursuant to Section 9.2; and
  - (4) Such other instructions, documents and funds as may be required by Escrow Holder to close escrow in accordance with this Agreement.
- C. Escrow Holder. When all conditions to the Close of Escrow have been met, Escrow Holder shall promptly:

- (1) Cause the Grant Deed to be recorded in the Official Records of Placer County;
- (2) Disburse the Purchase Price as directed in writing by Successor Agency pursuant to a settlement statement approved by Successor Agency; and
- (3) Deliver Buyer's Title Policy to Buyer in the form requested by Buyer and subject only to Permitted Exceptions (defined below).

#### **ARTICLE 4. CONTINGENCIES AND INVESTIGATION PERIOD.**

- 4.1 General. During the period commencing upon the Effective Date and ending at 5:00 p.m. on the 45<sup>th</sup> calendar following the Effective Date (the "**Contingency Investigation Period**"), Buyer shall be entitled to investigate the condition of, and matters relating to, the Property and shall either approve or disapprove all Contingencies (defined in Section 4.3). The Contingency Investigation Period may be extended only by the mutual written consent of Successor Agency and Buyer.
- 4.2 Approval/Disapproval of Contingencies. If by 5:00 p.m. on the final day of the Contingency Investigation Period (as such may be extended pursuant to Section 4.1), Buyer has provided written notice to Successor Agency that Buyer disapproves of any of the Contingencies and Successor Agency and Buyer have not entered into a mutually agreeable written resolution of the matter on or before 5:00 p.m. five (5) calendar days thereafter, this Agreement shall be deemed cancelled. In such event, Successor Agency and Buyer do so instruct Escrow Holder to return to Buyer the Initial Deposit minus the Earnest Money Deposit; the Earnest Money Deposit will be forfeited by Buyer and retained by Successor Agency; and neither Party shall have any rights or obligations under this Agreement except as expressly stated herein. If Buyer approves the Contingencies, Buyer shall notify Successor Agency of such approval in writing by delivery of a letter substantially in the form set forth in Exhibit C by not later than 5:00 p.m. on the final day of the Contingency Investigation Period (as such may be extended pursuant to Section 4.1).
- 4.3 Buyer's Contingencies. Prior to the expiration of the Contingency Investigation Period, Buyer shall approve or disapprove all of the following items (collectively the "**Contingencies**"):
- (1) The condition of title to the Property, including New Exceptions (if any), pursuant to Sections 4.5 and 4.6.
  - (2) The physical condition of the Property, including without limitation, the environmental condition of the Property, pursuant to Sections 4.4 and 4.7, and all other matters pertaining to the Property.
- 4.4 Inspection of the Property.
- A. During the Contingency Investigation Period, Buyer, any entity providing funding for the acquisition of the Property, and any of their respective employees, agents and consultants, may upon 24 hours' written notice to

Successor Agency, enter upon the Property to conduct such inspections and investigations as Buyer deems appropriate, including, without limitation, environmental assessment of the soil or groundwater and improvements on the Property (if any). Such inspections and investigations shall be undertaken at Buyer's sole cost and expense without reimbursement. Entry onto the Property shall be in compliance with all requirements set forth in Article 6.

- B. In the event that any condition or matter concerning the Property exists that is substantially different than disclosed in IFB No. 10518 and is unacceptable to Buyer ("**Unacceptable New Matter(s)**"), Buyer shall notify Successor Agency in writing prior to the end of Contingency Investigation Period of such Unacceptable Matter(s). Upon receipt of such notice, the Successor Agency shall have five (5) business days to notify Buyer in writing of Successor Agency's intention to either cure or not cure any Unacceptable Matter(s). Successor Agency shall have no obligation to cure any Unacceptable Matter, but if Successor Agency agrees to cure any Unacceptable Matter(s), Successor Agency shall have until the end of the Contingency Investigation Period (or such longer time as agreed upon by the Parties) to cure the Unacceptable Matter(s), or to diligently commence curing the same. The Parties may by mutual written agreement, consent to extend the Contingency Investigation Period until such Unacceptable Matter(s) are cured. Unless otherwise agreed upon, the cost to cure any Unacceptable Matter(s) that Successor Agency agrees to cure shall be at Successor Agency's expense. In the event the Successor Agency is unable or unwilling to cure the Unacceptable Matter(s), Buyer may by written notice to Successor Agency either: (i) terminate this Agreement; or (ii) waive the Unacceptable Matter(s) and accept or waive the Contingency. In the event that Buyer terminates this Agreement pursuant to this Section 4.4B, the Initial Deposit less the Earnest Money Deposit will be returned to Buyer and neither Party shall have any rights or obligations under this Agreement except as may be expressly stated herein.

- 4.5 Preliminary Report; Title Exceptions. Buyer acknowledges receipt of Preliminary Report of Title Order No. 102-42985 dated July 21, 2015 as part of bid package IFB No. 10518 (the "**2015 Preliminary Report**"). Buyer shall accept the Property subject to all exceptions listed in the 2015 Preliminary Report, including without limitation, the Highway Easement for the Kings Beach Monument (described in Section 7.1 below). Successor Agency shall order from Escrow Holder and cause to be delivered to Buyer within ten (10) business days after the Effective Date a copy of an updated Preliminary Report covering the Property (the "**Updated Preliminary Report**") and copies of or links to all documents referred to in the Updated Preliminary Report. At Close of Escrow, Successor Agency shall convey to Buyer the Property free and clear of all monetary liens or encumbrances, including deeds of trust, except the lien for non-delinquent real property taxes and assessments, and subject only to (a) the title company's standard printed exceptions and exclusions; (b) the Permitted Exceptions (defined below), and (c) any other matters approved in writing by Buyer or deemed approved pursuant to this Section 4.5 or Section 4.6.

- 4.6 Buyer's Review of Title. Within ten (10) business days of receipt of the Updated Preliminary Report, Buyer shall notify Successor Agency in writing as to whether Buyer disapproves of any title exceptions listed in the Updated Preliminary Report that were not previously disclosed in the 2015 Preliminary Report or in IFB No. 10518 ("**New Exceptions**"). If Buyer fails to provide such notice of disapproval of New Exceptions within such 10-day period, Buyer shall be deemed to have approved the condition of title to the Property including all New Exceptions.

If Buyer delivers notice of disapproval of any New Exceptions within such 10-day period, then within five (5) business days after Successor Agency receives Buyer's notice of disapproval, Successor Agency shall notify Buyer as to whether or not Successor Agency agrees to eliminate the New Exceptions to which Buyer has objected. Successor Agency shall have no obligation to cure any matters objected to by Buyer; provided however, if Successor Agency agrees to remove any New Exception to which Buyer has objected, then Successor Agency shall exercise reasonable and good faith efforts to remove such New Exception. If despite such efforts, Successor Agency is unable to remove such New Exception by the end of the Contingency Investigation Period (as such may be extended pursuant to Section 4.1) or if Successor Agency does not elect to cure any of Buyer's objections, Buyer may elect to either terminate this Agreement, or to waive the Buyer's objection. If Buyer elects to terminate this Agreement pursuant to this Section 4.6, the Initial Deposit less the Earnest Money Deposit will be returned to Buyer and neither Party shall have any rights or obligations under this Agreement except as may be expressly stated herein. All title matters listed in the 2015 Preliminary Report and all additional matters listed in the Updated Preliminary Report that are approved or deemed approved by Buyer pursuant to this Section 4.6 are referred to herein as "**Permitted Exceptions.**"

- 4.7 Successor Agency Covenants. Successor Agency agrees that it will maintain the Property in accordance with Successor Agency's established practice substantially in its condition existing as of the Effective Date, and without Buyer's written consent, Successor Agency will not enter into or modify any contract or agreement that would be binding upon the Property or Buyer following the Close of Escrow.
- 4.8 Documents and Investigations. During the Contingency Investigation Period, Buyer shall be permitted to investigate the Property in conformance with the Limited Right of Entry provisions set forth in Article 6 below, at Buyer's sole expense. Successor Agency has made available through IFB No.10518 and through online links, documents regarding the Property, including the 2015 Preliminary Report, an appraisal and other documents. IFB No. 10518 also includes the County of Placer Low-Threat Underground Storage Tank Case Closure Confirmation Report dated September 4, 2014, and the Lahontan Regional Water Quality Control Board No Further Action Required letter dated June 3, 2015. Environmental reports and data addressing the site investigation and remediation activities that led to the regulatory case closure are available at the State Water Resources Control Board's Geotracker website. A link to the Geotracker website and site identification number are included in IFB No. 10518.

Buyer investigations may include boundary surveys, environmental assessments, soil tests, topography studies, etc. In the Successor Agency's sole discretion and upon Successor Agency's request, Buyer shall provide to Successor Agency at no cost copies of reports resulting from Buyer's investigation of the Property.

4.9 AS-IS Sale. Except as otherwise expressly stated herein, Buyer agrees that it is purchasing the Property on an "AS IS", "WHERE IS" and "WITH ALL FAULTS" basis and that Buyer is not relying on any representations or warranties of any kind whatsoever, express or implied, from Successor Agency, its employees, board members, agents, or brokers as to any matters concerning the Property. The Successor Agency makes no representations or warranties as to any matters concerning the Property, including without limitation: (i) the quality, nature, adequacy and physical condition of the property, including, but not limited to, any structural elements, retaining walls, fences, appurtenances, access, landscaping, parking facilities, and electrical, plumbing, sewage, and utility systems, (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 Environmental Laws, covenants, conditions and restrictions of any governmental or quasi-governmental entity or of any other person or entity, (vii) the presence or removal of Hazardous Material, substances or wastes 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) any leases, service contracts, or other agreements affecting the Property, or (xi) the economics of the operation of the Property.

***Buyer acknowledges that Buyer is aware that the Property was the site of a former gasoline service station that had a release of petroleum hydrocarbons. The site has undergone extensive assessment and remediation, and petroleum hydrocarbons have been sufficiently reduced in soil and groundwater at the site to obtain site closure from the lead regulatory agency. Groundwater has been impacted and is not to be used. The Property has access to municipal water service.***

4.10 Hazardous Materials. As used in this Agreement, the term "**Hazardous Material**" means any chemical, compound, material, mixture, or substance that is now or may in the future be defined or listed in, or otherwise classified pursuant to any Environmental Laws (defined below) as a "hazardous substance", "hazardous material", "hazardous waste", "extremely hazardous waste", "infectious waste", "toxic substance", "toxic pollutant", or any other formulation intended to define, list or classify substances by reason of deleterious properties such as ignitability, corrosivity, reactivity, carcinogenicity, or toxicity. The term "hazardous material" shall also include asbestos or asbestos-containing materials, radon, chrome and/or chromium, polychlorinated biphenyls, petroleum, petroleum products or by-products, petroleum components, oil, mineral spirits, natural gas, natural gas liquids, liquefied natural gas, or synthetic gas usable as fuel, perchlorate, and methy tert butyl ether, any pesticide regulated under state or federal law; and any tank or container which contains or previously contained any Hazardous Material(s), whether or not defined as a hazardous waste or hazardous substance in the Environmental Laws.

As used in this Agreement, the term "**Environmental Laws**" means any and all federal, state and local statutes, ordinances, orders, rules, regulations, guidance documents, judgments, governmental authorizations or directives, or any other requirements of governmental authorities, as may presently exist, or as may be amended or supplemented, or hereafter enacted, relating to the presence, release, generation, use, handling, treatment, storage, transportation or disposal of Hazardous Material, or the protection of the environment or human, plant or animal health, including, without limitation, the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended by the Superfund Amendments and Reauthorization Act of 1986 (42 U.S.C. § 9601), the Hazardous Materials Transportation Act (49 U.S.C. § 1801 *et seq.*), the Resource Conservation and Recovery Act (42 U.S.C. § 6901 *et seq.*), the Federal Water Pollution Control Act (33 U.S.C. § 1251 *et seq.*), the Clean Air Act (42 U.S.C. § 7401 *et seq.*), the Toxic Substances Control Act (15 U.S.C. § 2601 *et seq.*), the Oil Pollution Act (33 U.S.C. § 2701 *et seq.*), the Emergency Planning and Community Right-to-Know Act (42 U.S.C. § 11001 *et seq.*), the Porter-Cologne Water Quality Control Act (Cal. Water Code § 13000 *et seq.*), the Toxic Mold Protection Act (Cal. Health & Safety Code § 26100, *et seq.*), the Safe Drinking Water and Toxic Enforcement Act of 1986 (Cal. Health & Safety Code § 25249.5 *et seq.*), the Hazardous Waste Control Act (Cal. Health & Safety Code § 25100 *et seq.*), the Hazardous Materials Release Response Plans & Inventory Act (Cal. Health & Safety Code § 25500 *et seq.*), and the Carpenter-Presley-Tanner Hazardous Substances Account Act (Cal. Health and Safety Code, Section 25300 *et seq.*).

- 4.11 Release. Effective upon the Close of Escrow, Buyer WAIVES, RELEASES, REMISES, ACQUITS AND FOREVER DISCHARGES the Successor Agency, Placer County, and their respective elected and appointed officers, board members, officials, agents, contractors, employees, volunteers, and invitees (all of the foregoing, collectively "**Indemnitees**"), from any and all Claims (defined in Section 6.6 below), direct or indirect, known or unknown, foreseen or unforeseen, which Buyer now has or which may arise in the future on account of or in any way arising out of or in connection with the physical condition of the Property, the presence of Hazardous Material in, on, under or about the Property, or any law or regulation applicable thereto including, without limiting the generality of the foregoing, all Environmental Laws.

**BUYER ACKNOWLEDGES THAT BUYER IS FAMILIAR WITH 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 SUSPECT TO EXIST IN HIS FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH IF KNOWN BY HIM MUST HAVE MATERIALLY AFFECTED HIS SETTLEMENT WITH THE DEBTOR.**

**BY INITIALING BELOW, BUYER EXPRESSLY WAIVES THE BENEFITS OF SECTION 1542 OF THE CALIFORNIA CIVIL CODE WITH RESPECT TO THE FOREGOING RELEASE:**

**BUYER'S INITIALS:** \_\_\_\_\_

The provisions of this Section 4.11 shall survive the Close of Escrow and the termination of this Agreement.

## **ARTICLE 5. CONDITIONS TO CLOSE OF ESCROW.**

- 5.1 General. The provisions of this Article 5 are conditions to the Close of Escrow. If any of such conditions are not fulfilled on or before the Close of Escrow, then, except as otherwise provided in this Agreement, the Party that would have benefited from satisfaction of the condition shall have the right to cancel and terminate this Agreement and the Escrow, in which event neither Party shall have any rights or obligations hereunder except as may be expressly provided herein. Upon such termination, disbursement of the Initial Deposit and retention or forfeiture of the Earnest Money Deposit shall be handled in accordance with Article 8.
- 5.2 Buyer's Conditions to Close Escrow. Buyer's obligation to purchase the Property shall be conditioned upon satisfaction of all of the following:
- A. Successor Agency shall have timely performed its obligations under this Agreement.
  - B. The Escrow Holder is prepared to issue Buyer's Title Policy subject only to Permitted Exceptions.
  - C. All representations of Successor Agency set forth in this Agreement and Successor Agency's covenants pursuant to Section 4.7 shall be true and correct as of the Close of Escrow.
- 5.3 Successor Agency's Conditions to Close. Successor Agency's obligation to convey the Property to Buyer shall be conditioned upon satisfaction of all of the following:
- A. Buyer's delivery of the Purchase Price and all other sums payable by Buyer pursuant to this Agreement.
  - B. Buyer shall have timely performed all of its obligations under this Agreement.
  - C. All representations of Buyer set forth in this Agreement shall be true and correct as of the Close of Escrow.

## **ARTICLE 6. BUYER'S LIMITED RIGHT OF ENTRY.**

- 6.1 General. Until the Close of Escrow, Buyer shall have the right, upon twenty-four (24) hours' written notice to Successor Agency, to enter onto the Property in order to conduct inspections, tests, surveys and other studies as Buyer may deem necessary (the "**Work**").
- 6.2 Permits. Buyer shall be responsible for obtaining all permits required for Work performed on the Property. All Work shall be performed in compliance with all applicable laws and regulations. Buyer shall be responsible for performing all Work on the Property in a safe, professional manner, and shall take all reasonable precautions to avoid damage to the Property. Buyer shall be solely responsible for any damage that occurs to the Property or to adjacent properties caused by the

Work. Upon the completion of the Work, Buyer shall remove all debris or material generated by Buyer's Work, shall dispose of such debris and material in an appropriate manner in compliance with all applicable laws, and shall restore the Property to its condition prior to Buyer's entry on the Property, unless Successor Agency agrees otherwise in writing.

- 6.3 No Interference. Neither Buyer nor its agents or contractors shall interfere with any operations of the Successor Agency or County of Placer on the Property.
- 6.4 Buyer's Sole Cost. All Work shall be performed under the direction of Buyer and at the sole cost of Buyer, and Buyer is responsible for payment of all parties performing Work and for the cost of lawful disposal of all materials.
- 6.5 Tools and Equipment. All tools, equipment and vehicles used to perform the Work shall be the property of, or hired by, Buyer and shall be removed promptly upon completion of the Work.
- 6.6 Indemnification. To the greatest extent allowed by law, Buyer shall indemnify, defend (with counsel approved by the Indemnitees) and hold the Indemnitees (defined in Section 4.11 above) harmless from and against any and all liability, loss, cost, expense (including without limitation attorneys' fees and costs of litigation), claim, demand, action, suit, judicial or administrative proceeding, penalty, deficiency, judgment, fine, order, and damage (all of the foregoing collectively "**Claims**") arising from or in connection with the Work or Buyer's entry onto the Property, including without limitation, Claims relating to personal injury, physical property damage and/or mechanics' liens, except to the extent caused by the Indemnitees' gross negligence or willful misconduct. The provisions of this Section 6.6 shall survive the Close of Escrow and the termination of this Agreement.
- 6.7 Environmental Indemnity. Commencing upon the Close of Escrow, to the greatest extent allowed by law, Buyer shall indemnify, defend (with counsel approved by the Indemnitees), and hold the Indemnitees harmless from and against all Claims resulting, arising, or based directly or indirectly in whole or in part, upon the failure of Buyer, Buyer's employees, agents, contractors, subcontractors, or any person acting on behalf of or as the invitee of any of the foregoing to comply with Environmental Laws including without limitation in connection with the release, use, generation, discharge, storage or disposal of any Hazardous Material on, under, in or about the Property, or the transportation of any such Hazardous Material to or from, the Property, except to the extent caused by the Indemnitees' gross negligence or willful misconduct. The provisions of this Section 6.7 shall survive the Close of Escrow and the termination of this Agreement.
- 6.8 Insurance. Prior to any entry onto the Property for site investigation or Work, Buyer and Buyer's contractors must provide proof of insurance as specified in Limited Right of Entry Insurance Requirements set forth in Exhibit D.

## **ARTICLE 7. DISCLOSURES, REPRESENTATIONS AND WARRANTIES.**

- 7.1 Successor Agency Disclosures. In addition to the disclosures provided in IFB No. 10518 and elsewhere in this Agreement, Successor Agency discloses the following matters.

A. Highway/Monument Easement. A 584-square foot Placer County Department of Public Works Highway Easement is located on the Property. The Kings Beach Gateway Monument has been constructed on the easement. The monument is owned by Placer County and shall remain on the easement. Pursuant to the easement, Placer County is responsible for the cost and care of maintaining the monument.

B. Roadway/Access. Placer County abandoned the "Church Street Road Easement" located at the northern end of the Property and depicted in Exhibit A, but retained a 15-foot wide utility easement which is listed in the 2015 Preliminary Report. The area within the abandoned roadway easement is currently paved, and may be in use by third parties as a means of access to adjacent parcels.

## 7.2 Buyer's Representations and Warranties.

Buyer acknowledges that Successor Agency's execution and performance of this Agreement is made in material reliance by the Successor Agency on each and every one of the representations and warranties made by Buyer as set forth in this Agreement. Buyer represents and warrants to Successor Agency as follows, and Buyer covenants that until the expiration or earlier termination of this Agreement, upon learning of any fact or condition which would cause any of the warranties and representations in this Section 7.2 not to be true, Buyer shall immediately give written notice of such fact or condition to Successor Agency.

Buyer represents and warrants to Successor Agency that as of the Effective Date and as of the Closing Date all of the following are and shall be true:

(a) Organization. Buyer is a \_\_\_\_\_, duly organized and in good standing under the laws of the State of \_\_\_\_\_.

(b) Authority of Buyer. Buyer has full power and authority to execute and deliver this Agreement and all other documents or instruments executed and delivered by Buyer, or to be executed and delivered by Buyer pursuant to, or in connection with, this Agreement, and to perform and observe the terms and provisions of all of the foregoing.

(c) Authority of Persons Executing Documents. This Agreement and all other documents or instruments that have been or that will be executed and delivered by Buyer pursuant to or in connection with to this Agreement, have been or will be executed and delivered by persons who are duly authorized to execute and deliver the same for and on behalf of Buyer, and all actions required under Buyer's organizational documents and applicable governing law for the authorization, execution, delivery and performance of this Agreement and all other documents or instruments that have been or that will be executed and delivered by Buyer pursuant to or in connection with this Agreement, have been duly taken or will have been duly taken (to the extent such actions are required) as of the date of execution and delivery of such documents.

(d) Valid and Binding Agreements. This Agreement and all other documents or instruments which have been or that will be executed and delivered by Buyer pursuant to or in connection with this Agreement constitute or, if not yet executed or delivered, will when so executed and delivered, constitute legal, valid and binding

obligations of Buyer, enforceable in accordance with their respective terms, subject to laws affecting creditors' rights and principles of equity.

(e) No Breach of Law or Agreement. Neither the execution nor delivery of this Agreement or any other documents or instruments that have been or that will be executed and delivered by Buyer pursuant to or in connection with this Agreement, nor the performance of any provision, condition, covenant or other term hereof or thereof, will conflict with or result in a breach of any statute, rule or regulation, or any judgment, decree or order of any court, board, commission or agency binding on Buyer, or any provision of the organizational documents of Buyer, or will conflict with or constitute a breach of or a default under any agreement to which Buyer is a party.

(f) Pending Proceedings. Buyer is not in default under or in violation of any law or regulation or under any order of any court, board, commission or agency whatsoever, and to the current actual knowledge of Buyer's principals, there are no claims, actions, suits or proceedings pending or threatened against or affecting Buyer or the Property, at law or in equity, before or by any court, board, commission or agency. Buyer is not the subject of any bankruptcy or insolvency proceeding, and no general assignment or general arrangement for the benefit of creditors or the appointment of a trustee or receiver to take possession of all or substantially all of Buyer's assets has been made.

### 7.3 Successor Agency's Representations and Warranties.

Successor Agency acknowledges that Buyer's execution and performance of this Agreement is made in material reliance by the Buyer on each and every one of the representations and warranties made by Successor Agency as set forth in this Agreement. Successor Agency represents and warrants to Buyer as follows, and Successor Agency covenants that until the expiration or earlier termination of this Agreement, upon learning of any fact or condition which would cause any of the warranties and representations in this Section 7.3 not to be true, Successor Agency shall immediately give written notice of such fact or condition to Buyer.

Successor Agency represents and warrants to Buyer that as of the Effective Date and as of the Closing Date all of the following are and shall be true:

(a) Authority. Successor Agency has full power and authority to execute and deliver this Agreement and all other documents or instruments executed and delivered by Successor Agency, or to be executed and delivered by Successor Agency pursuant to, or in connection with, this Agreement, and to perform and observe the terms and provisions of all of the foregoing.

(b) Authority of Persons Executing Documents. This Agreement and all other documents or instruments that have been or that will be executed and delivered by Successor Agency pursuant to or in connection with to this Agreement, have been or will be executed and delivered by persons who are duly authorized to execute and deliver the same for and on behalf of Successor Agency, and all actions required under Successor Agency's organizational documents and applicable governing law for the authorization, execution, delivery and performance of this Agreement and all other documents or instruments that have been or that will be executed and delivered by Successor Agency pursuant to or in connection with this

Agreement, have been duly taken or will have been duly taken (to the extent such actions are required) as of the date of execution and delivery of such documents.

(c) Valid and Binding Agreements. This Agreement and all other documents or instruments which have been or that will be executed and delivered by Successor Agency pursuant to or in connection with this Agreement constitute or, if not yet executed or delivered, will when so executed and delivered, constitute legal, valid and binding obligations of Successor Agency, enforceable in accordance with their respective terms, subject to laws affecting creditors' rights and principles of equity.

(d) No Breach of Law or Agreement. Neither the execution nor delivery of this Agreement or any other documents or instruments that have been or that will be executed and delivered by Successor Agency pursuant to or in connection with this Agreement, nor the performance of any provision, condition, covenant or other term hereof or thereof, will conflict with or result in a breach of any statute, rule or regulation, or any judgment, decree or order of any court, board, commission or agency binding on Successor Agency, or any provision of the organizational documents of Successor Agency, or will conflict with or constitute a breach of or a default under any agreement to which Successor Agency is a party.

(e) Pending Proceedings. Successor Agency is not in default under or in violation of any law or regulation or under any order of any court, board, commission or agency whatsoever, and to the current actual knowledge of Successor Agency's principals, there are no claims, actions, suits or proceedings pending or threatened against or affecting Successor Agency or the Property, at law or in equity, before or by any court, board, commission or agency. Successor Agency is not the subject of any bankruptcy or insolvency proceeding, and no general assignment or general arrangement for the benefit of creditors or the appointment of a trustee or receiver to take possession of all or substantially all of Successor Agency's assets has been made.

## **ARTICLE 8. DEFAULT AND REMEDIES.**

### **8.1 Termination Rights; Deposits.**

(A) If the Successor Agency elects to terminate this Agreement for any reason other than Buyer's default under this Agreement, the entire Initial Deposit will be returned to the Buyer. The return of the Initial Deposit will be Buyer's sole remedy in the event of Successor Agency's breach of this Agreement and failure to complete the sale of the Property.

(B) If the Successor Agency terminates this Agreement due to Buyer's default under any provision of this Agreement, the entire Initial Deposit will be forfeited by Buyer to Successor Agency.

(C) If the Buyer does not approve the Contingencies and elects to terminate this Agreement prior to the expiration of the Contingency Investigation Period, the Initial Deposit will be returned to Buyer minus the Earnest Money Deposit. The Earnest Money Deposit will be retained by Successor Agency to compensate the Successor Agency for granting Buyer exclusive negotiating rights regarding the Property during the Contingency Investigation Period.

(D) If Buyer terminates this Agreement after the expiration of Contingency Investigation Period for any reason other than a default on the part of Successor Agency, the entire Initial Deposit will be forfeited by Buyer and retained by Successor Agency.

8.2 Default; Liquidated Damages.

(A) **Default by Buyer; Liquidated Damages.** If Close of Escrow fails to occur as a result of a default by Buyer under this Agreement, Successor Agency shall instruct escrow holder to cancel the escrow, the Parties shall thereupon be released from their respective obligations hereunder (other than obligations that expressly survive the termination of this Agreement), and the entire Initial Deposit shall be paid to and retained by Successor Agency as liquidated damages. The Parties acknowledge that Successor Agency's actual damages in the event of a default by Buyer would be extremely difficult or impracticable to determine. Therefore, by placing their signatures or initials below, the Parties acknowledge that the amount designated as liquidated damages in this Section 8.2 has been agreed upon, after negotiation, as reasonable liquidated damages pursuant to the terms hereof, California Civil Code Sections 1671 and 1677 and any other applicable law, and termination of this Agreement and retention of the Initial Deposit shall constitute Successor Agency's sole and exclusive remedy against Buyer in the event of a default on the part of Buyer. The payment of such amount as liquidated damages is not intended as a forfeiture or penalty within the meaning of California Civil Code Sections 3275 or 3369, but is intended to constitute liquidated damages. The provisions of this Section shall not be deemed to modify or affect any indemnity provided by Buyer pursuant to this Agreement. The provisions of this Section shall survive the termination of this Agreement.

SUCCESSOR AGENCY'S INITIALS: \_\_\_\_\_

BUYER'S INITIALS: \_\_\_\_\_

(B) **Default by Successor Agency; Liquidated Damages.** If Close of Escrow fails to occur as a result of a default by Successor Agency, Buyer shall instruct escrow holder to cancel the escrow, the Parties shall thereupon be released from their respective obligations hereunder (other than obligations that expressly survive the termination of this Agreement), and the entire Initial Deposit shall be returned to Buyer as liquidated damages. The Parties acknowledge that Buyer's actual damages in the event of a default by Successor Agency would be extremely difficult or impracticable to determine. Therefore, by placing their signatures or initials below, the Parties acknowledge that the amount designated as liquidated damages in this Section 8.2 has been agreed upon, after negotiation, as reasonable liquidated damages

pursuant to the terms hereof, California Civil Code Sections 1671 and 1677 and any other applicable law, and termination of this Agreement and return of the Initial Deposit to Buyer shall constitute Buyer's sole and exclusive remedy against Successor Agency in the event of a default on the part of Successor Agency. The payment of such amount as liquidated damages is not intended as a forfeiture or penalty within the meaning of California Civil Code Sections 3275 or 3369, but is intended to constitute liquidated damages. The provisions of this Section shall survive the termination of this Agreement.

SUCCESSOR AGENCY'S INITIALS: \_\_\_\_\_

BUYER'S INITIALS: \_\_\_\_\_

**ARTICLE 9. MISCELLANEOUS.**

9.1 Notices.

- (A) Any notice, demand, request or other communication or document to be provided to the Parties pursuant to this Agreement ("Notice") shall be in writing and shall be given to the Party at its address and/or facsimile number set forth below, or such other address or facsimile number as the Party may later specify for that purpose by notice delivered to the other Party in accordance with this Section. Notices shall, for all purposes, be deemed given and received:
  - (1) If given by facsimile, when the facsimile is transmitted to the Party's facsimile number specified below and confirmation of complete receipt is received by the transmitting Party during normal business hours or on the next business day if not confirmed during normal business hours;
  - (2) If hand-delivered to a Party against receipted copy, when the copy of Notice is received;
  - (3) If given by a nationally-recognized and reputable overnight delivery service, the day on which the Notice is actually received by the Party; or
  - (4) If given by any other means, or if given by certified mail, return receipt requested, postage prepaid, two business days after it is posted with the United States Postal Service or conveyed to other common carrier, at the address of the Party specified below:

If to Buyer:

\_\_\_\_\_  
Attention: \_\_\_\_\_

\_\_\_\_\_

Phone No. (\_\_\_\_) \_\_\_\_-\_\_\_\_\_

Facsimile No. (\_\_\_\_) \_\_\_\_-\_\_\_\_\_

If to the Successor Agency: Successor Agency to Placer County  
Redevelopment Agency  
Attention: Successor Agency Officer  
175 Fulweiler Avenue  
Auburn, CA 95603  
Phone No. (530) 889-4062  
Facsimile No. (530) 886-4964

With copy to:

County of Placer  
Department of Public Works and Facilities  
Attention: Eric Findlay  
11467 C Avenue  
Auburn, CA 95603  
Phone No. (530) 886-4944  
Facsimile No. (530) 889-6857

- (B) If any Notice is sent by facsimile, the transmitting Party as a courtesy may send a duplicate copy of the Notice to the other Party by regular mail. In all events, however, any Notice sent by facsimile transmission shall govern all matters dealing with delivery of the Notice, including the date on which the Notice is deemed to have been received by the other Party.
- (C) The provisions above governing the date on which a Notice is deemed to have been received by a Party to this Agreement shall mean and refer to the date on which a Party to this Agreement, and not its counsel or other recipient, to which a copy of the Notice may be sent, is deemed to have received the Notice.
- (D) If Notice is tendered under the provisions of this Agreement and is refused by the intended recipient of the Notice, the Notice shall nonetheless be considered to have been given and shall be effective as of the date provided in this Agreement. Anything to the contrary notwithstanding, any Notice given to either Party in a manner other than that provided in this Agreement that is actually received by the noticed Party, shall be effective with respect to such Party on receipt of the Notice.

9.2 Brokers. Each Party represents and warrants that it has not entered into any agreement, and has no obligation, to pay any real estate commission, finder's fee or other compensation (collectively "**Commission**") in connection with the transaction contemplated by this Agreement except as disclosed in this Section. If any such Commission is claimed through either Party in connection with the transaction contemplated by this Agreement, then the Party through whom the Commission is claimed shall indemnify, defend and hold the other Party harmless from any liability related to such Commission. The provisions of this Section shall survive the Close of Escrow and the termination of this Agreement.

If the Buyer is represented by a licensed real estate broker pursuant to an executed agreement and the Broker information was included on the bidder's form or profile at the time Buyer submitted a bid for the purchase of the Property, Successor Agency shall be responsible for payment of a commission equal to three percent (3%) of the Purchase Price to \_\_\_\_\_ (the Buyer's broker) at the Close of Escrow.

- 9.3 Interpretation. Headings at the beginning of each paragraph and subparagraph are solely for the convenience of the Parties and are not a part of the Agreement. Whenever required by the context of this Agreement, the singular shall include the plural and the masculine shall include the feminine, and vice versa. This Agreement has been drafted on the basis of mutual contribution of language and is not to be construed against any Party hereto as being the drafter or causing the same to be drafted. Unless otherwise indicated, all references to paragraphs, sections, subparagraphs and subsections are to this Agreement.
- 9.4 Time of Essence. Successor Agency and Buyer hereby acknowledge and agree that time is strictly of the essence with respect to each and every term, condition, obligation and provision hereof and that failure to timely perform any of the terms, conditions, obligations or provisions hereof by either Party shall constitute a material breach of and a non-curable (but waivable) default under this Agreement by the Party so failing to perform. An extension of time for performance of any obligation or act shall not be deemed an extension of the time for performance of any other obligation or act, and no extension shall be valid unless in writing and executed by the waiving party.
- 9.5 Integration; Exhibits; Amendments; Waivers. This Agreement, together with the Exhibits attached hereto or referenced herein, contains the entire agreement of the Parties with respect to the subject matter hereof, and supersedes any prior written or oral agreements concerning the purchase and sale of the Property. Materials and information supplied in IFB No. 10518 are considered part of this Agreement. There are no representations, agreements, arrangements or understandings, oral or written, relating to the subject matter which are not fully expressed herein. All exhibits to which reference is made in this Agreement are incorporated in this Agreement by the respective references to them, whether or not they are actually attached. Reference to "this Agreement" includes matters incorporated by reference. This Agreement may be amended, modified or supplemented only by a written instrument signed by all Parties. No waiver of any breach of any covenant or provision of this Agreement shall be deemed a waiver of any other covenant or provision hereof, and no waiver shall be valid unless in writing and executed by the waiving party.
- 9.6 Additional Documents. From time to time prior to and after the Close of Escrow, each Party shall execute and deliver such instruments of transfer and other documents as may be reasonably requested by the other Party to carry out the purpose and intent of this Agreement.
- 9.7 Governing Law; Venue. The Parties hereto acknowledge that this Agreement has been negotiated and entered into in the State of California. The Parties hereto expressly agree that this Agreement shall be governed by, interpreted under and construed and enforced in accordance with laws of the State of California. Venue for any disputes shall be the Superior Court for the State of California, Placer

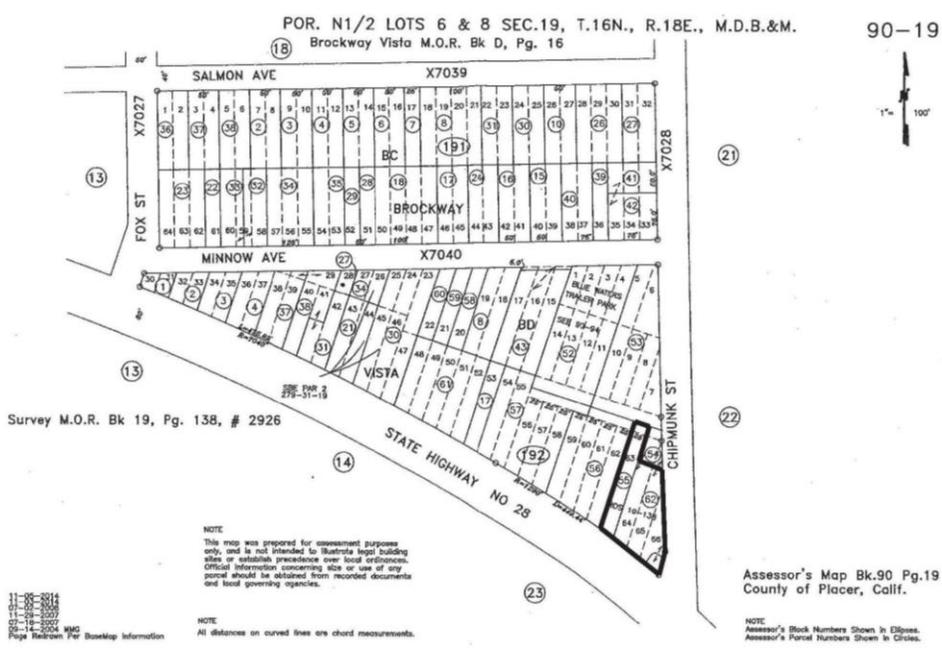
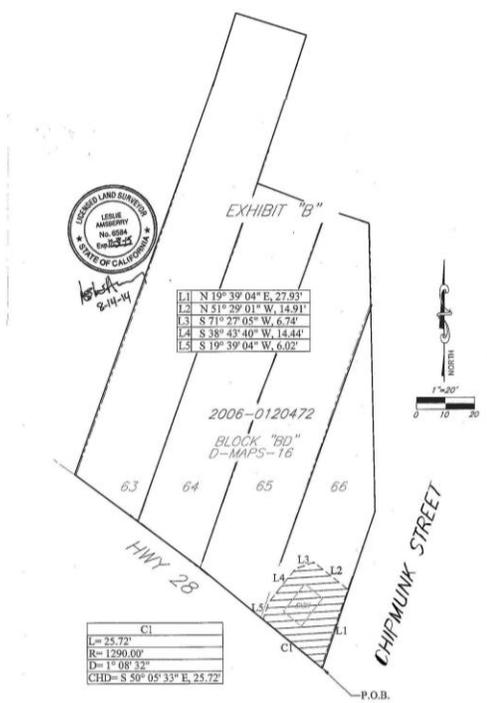
County. The Parties hereby waive any federal court removal rights and/or rights based on original jurisdiction that they may have.

- 9.8 Severability. If any provision of this Agreement shall be determined by a court of competent jurisdiction to be invalid or unenforceable, the remaining provisions of this Agreement shall not be affected thereby.
- 9.9 No Third Party Beneficiaries. Nothing in this Agreement is intended to or shall confer upon any person, other than the Parties and their respective successors and assigns, any rights or remedies hereunder.
- 9.10 Calculation of Time Periods. If any date for performance under this Agreement falls on a Saturday, Sunday or bank holiday, then the date for performance shall be the next day which is not a Saturday, Sunday or bank holiday, and the next time period shall be calculated from and after the date of such actual performance. Unless specifically described herein as calendar days, all time periods shall be calculated as business days.
- 9.11 Representation. Each Party acknowledges that it has had the opportunity to review this Agreement with an attorney, and has either done so, or knowingly declined the opportunity to do so.
- 9.12 Counterparts. This Agreement may be executed in counterparts.
- 9.13 Successors and Assigns. This Agreement and the rights and obligations contained herein shall be binding on the successors, heirs and assigns of the Parties.
- 9.14 Escrow Cancellation Charges. If the escrow fails to close by reason of a default by Buyer or Seller hereunder, such defaulting party shall pay all escrow or other Escrow Holder charges.

*SIGNATURES ON FOLLOWING PAGES.*



# EXHIBIT A PROPERTY MAP



## **EXHIBIT B**

### **PROPERTY LEGAL DESCRIPTION**

THE LAND DESCRIBED HEREIN IS SITUATED IN THE STATE OF CALIFORNIA, COUNTY OF PLACER, UNINCORPORATED AREA, AND IS DESCRIBED AS FOLLOWS:

**LOTS 63, 64, 65 AND 66, IN BLOCK BD, AS SHOWN AND DESIGNATED ON THE MAP ENTITLED "BROCKWAY VISTA", FILED FOR RECORD APRIL 16, 1926 IN BOOK D OF MAPS AT PAGE 16, PLACER COUNTY RECORDS, TOGETHER WITH THAT PORTION OF THE SOUTH ONE-HALF OF CHURCH STREET, AS SHOWN AND DEDICATED ON SAID MAP AND AS ABANDONED BY THE COUNTY OF PLACER IN THE RESOLUTION RECORDED AUGUST 1, 1996 AS INSTRUMENT NO. 96-044482, OFFICIAL RECORDS, TITLE TO WHICH WOULD PASS BY A CONVEYANCE DESCRIBING SAID LOT 63 UNDER SECTION 1112 OF THE CIVIL CODE OF THE STATE OF CALIFORNIA.**

**EXCEPTING THEREFROM THE NORTH 50 FEET OF LOTS 64 AND 65, AS SAID PORTIONS WERE CONVEYED TO DFX OIL CORPORATION IN THE DEED RECORDED OCTOBER 28, 1969 IN BOOK 1267 AT PAGE 117, OFFICIAL RECORDS.**

**APN: 090-192-055 AND 090-192-062**

**EXHIBIT C**

**REMOVAL OF ALL CONTINGENCIES FORM**

**Buyer:**

**Successor Agency:**

**Date:**

**Subject:       AGREEMENT OF PURCHASE AND SALE dated \_\_\_\_\_, 2016  
                  8793 North Lake Boulevard, Kings Beach, California**

**The following items/documents are being removed as contingencies to the purchase by Buyer per the above referenced Agreement of Purchase and Sale :**

**Items Removed as Contingencies Section 4.3:**

Section 4.3 (1) Buyer's Approval of Title Condition

Section 4.3 (2) Buyer's Approval of Physical Condition

Section 4.3 (2) Buyer's Approval of Environmental Condition

**Read, Understood and Approved By:**

**Buyer:**

**Successor Agency:**

\_\_\_\_\_

\_\_\_\_\_

**Date**

**Date**

## EXHIBIT D

### LIMITED RIGHT OF ENTRY INSURANCE REQUIREMENTS

1. Insurance: Buyer and any Contractors shall file with Successor Agency AND PLACER COUNTY concurrently herewith a Certificate of Insurance, with companies acceptable to Successor Agency AND PLACER COUNTY, with a Best's Rating of no less than A-:VIII showing the following coverage:

#### A. Workers' Compensation and Employers' Liability Insurance

- 1) Workers' Compensation Insurance shall be provided as required by any applicable law or applicable law or regulation. Employers' liability insurance shall be provided in amounts not less than one million dollars (\$1,000,000) each accident for bodily injury by accident, one million dollars (\$1,000,000) policy limit for bodily injury by disease, and one million dollars (\$1,000,000) each employee for bodily injury by disease.
- 2) If there is an exposure of injury to Buyer's employees under the U.S. Longshoremen's and Harbor Workers' Compensation Act, the Jones Act, or under laws, regulations, or statutes applicable to maritime employees, coverage shall be included for such injuries or claims.
- 3) Each Workers' Compensation policy shall be endorsed with the following specific language:

Cancellation Notice - "This policy shall not be changed without first giving thirty (30) days prior written notice and ten (10) days prior written notice of cancellation for non-payment of premium to the County of Placer and Successor Agency.

**Waiver of Subrogation - The workers' compensation policy shall be endorsed to state that the workers' compensation carrier waives its rights of subrogation against the County, its officers, directors, officials, employees, agents, or volunteers which might arise by reason of payment under such policy in connection with performance under this agreement by Buyer.**

**Buyer shall require all subcontractors to maintain adequate Workers' Compensation insurance. Certificates of Workers' Compensation shall be filed forthwith with the Successor Agency AND PLACER COUNTY upon demand.**

## B. General Liability Insurance

- 1) Comprehensive General Liability or Commercial Liability insurance shall be provided covering all operations by, or on behalf of Buyer, covering bodily injury liability and property damage liability for the limits of liability indicated below and including coverage for:
  - a) Products and completed operations;
  - b) Contractual liability insuring the obligations assumed by Buyer in this Agreement; and
  - c) Broad form property damage (including completed operations).

Except with respect to bodily injury and property damage included within the products and completed operations hazards, the aggregate limits, where applicable, shall apply separately to Buyer's work under the agreement.

- 2) One of the following forms is required:
  - a) Comprehensive General Liability;
  - b) Commercial General Liability (Occurrence); or
  - c) Commercial General Liability (Claims Made).
- 3) If Buyer carries a Comprehensive General Liability policy, the limits of liability shall not be less than a Combined Single Limit for bodily injury, property damage, and Personal Injury Liability of:
  - a) One million dollars (\$1,000,000) each occurrence;
  - b) Two million dollars (\$2,000,000) aggregate.
- 4) If Buyer carries a Commercial General Liability (Occurrence) policy:
  - a) The limits of liability shall not be less than:
    - i) One million dollars (\$1,000,000) each occurrence (combined single limit for bodily injury and property damage);
    - ii) One million dollars (\$1,000,000) for Products-Completed Operations; and
    - iii) Two million dollars (\$2,000,000) General Aggregate.
  - b) If the policy does not have an endorsement providing that the General Aggregate Limit applies separately to this contract, or if defense costs are included in the aggregate limits, then the required aggregate limits shall be two million dollars (\$2,000,000).

- 5) Special Claims Made Policy Form Provisions: Buyer shall not provide a Commercial General Liability (Claims Made) policy without the express prior written consent of Successor Agency AND PLACER COUNTY, which consent, if given, shall be subject to the following conditions:
- a) The limits of liability shall not be less than:
    - i) One million dollars (\$1,000,000) each occurrence (combined single limit for bodily injury and property damage);
    - ii) One million dollars (\$1,000,000) aggregate for Products-Completed Operations;
    - iii) Two million dollars (\$2,000,000) General Aggregate.
  - b) The insurance coverage provided by Buyer shall contain language providing coverage up to one (1) year following the completion of the contract in order to provide insurance coverage for the hold harmless provisions herein if the policy is a claims-made policy.
- 6) Conformity of Coverages: If more than one policy is used to meet the required coverages, such as separate umbrella policy, such policies shall be consistent with all other applicable policies used to meet these minimum requirements. For example, all policies shall be Occurrence Liability policies or all shall be Claims-Made Liability policies, if approved by the County as noted above. In no cases shall the types of policies be different.

- C. Endorsements: Each Comprehensive or General Liability policy shall be endorsed with the following specific language:
- 1) "The County of Placer and Successor Agency, their officers, agents, employees and volunteers, are to be covered as insureds for all liability arising out of operations by or on behalf of the named insured in the performance of this Agreement."
  - 2) "The insurance provided by Buyer, including any excess liability or umbrella form coverage, is primary coverage to the County of Placer and Successor Agency with respect to any insurance or self-insurance programs maintained by County of Placer and Successor Agency, and no insurance or self-insurance program maintained by County of Placer or Successor Agency shall be called upon to contribute to a loss."
  - 3) "This policy shall not be changed without first giving thirty (30) days prior written notice and ten (10) days prior written notice of cancellation for non-payment of premium to the County of Placer and Successor Agency."

D. Automobile Liability Insurance

- 1) Automobile Liability Insurance shall be provided covering bodily injury and property damage in an amount no less than one million dollars (\$1,000,000) combined single limit for each occurrence.
- 2) Covered vehicles shall include owned, non-owned, and hired automobiles/trucks.

**ATTACHMENT B  
BID NO. 10518  
SWISS MART PROPERTY**

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**BID FORM**

**INSTRUCTIONS:**

All bidders who wish to submit a Written Bid to purchase this property shall complete and return the two-page Bid Form with his/her bid, provided on the following pages. Written Bids which do not contain this form will be rejected.

Bidders who do not submit a Written Bid, but wish to submit an Oral Bid, shall be required to complete and submit the Bidder Registration Form (**Attachment C**) at the beginning of the call for Oral Bids.

Written Bids:           Due Date:     May 25, 2016 – 5:00 pm (Pacific)  
                              Location:     Placer County Procurement Services  
  2964 Richardson Drive, Auburn, CA 95603

Submit both pages of **Attachment B-1** to the above address in a sealed envelope, with the following noted on the outside:

***IFB No. 10518 – Sale of Swiss Mart Property***

Call for Oral Bids:    Date:            May 26, 2016, 10:00 am  
  (immediately following the opening of written bids)  
  
                              Location:     North Tahoe Event Center, [8318 North Lake Blvd, Kings Beach, CA](#)

ATTACHMENT B-1  
BID NO. 10518  
SWISS MART PROPERTY

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# B I D F O R M

**Proposal for Purchase of Real Property from The Successor Agency  
to the Former Placer County Redevelopment Agency**

**Address:** 8793 North Lake Boulevard, Kings Beach, California  
**APNs:** 090-192-055 and 090-192-062

**Minimum Bid.** The minimum bid is **Five Hundred Forty Thousand Dollars (\$540,000)**. No bids will be accepted for less than the minimum bid price. All funds must be presented in lawful money of the United States, in the form of a certified check or cashier's check. No contingencies will be considered.

*State in words and figures the price offered for the purchase of the above described property.*

**THE FOLLOWING SETS FORTH MY BID FOR THE PURCHASE OF THE ABOVE-DESCRIBED  
PROPERTY, IN THE TOTAL SUM OF:**

\$ \_\_\_\_\_

\_\_\_\_\_ Dollars

In the case of a conflict between numbers and words, the sum stated in words will prevail.

**Full Legal Name of Bidder:** \_\_\_\_\_

Mailing Address: Street Address: \_\_\_\_\_

City, State, Zip: \_\_\_\_\_

Telephone Number (include area code): \_\_\_\_\_

Email address: \_\_\_\_\_

**Legal Entity:** The above bid is submitted on behalf of a:

- \_\_\_\_\_ Individual
- \_\_\_\_\_ Partnership
- \_\_\_\_\_ Corporation – Incorporated in the State of \_\_\_\_\_
- Other (describe below) \_\_\_\_\_

**Signature Requirements:**

This bid must be signed to be valid. Unsigned bids will be rejected.

- If the bidder is an individual, the bid shall be signed by the individual.
- If the bidder is a partnership, the bid shall signed by one of the partners duly authorized to execute bids on behalf of the partnership.
- If the bidder is a Corporation, the bid must be signed by two corporate officers, one of which must be the secretary of the corporation, and the other may be either the President or Vice President. One signature will be permitted with accompanying evidence that the person signing is duly authorized, such as a corporate resolution.
- Bids which are submitted by an attorney or agent on behalf of the bidder shall be accompanied by a notarized Power of Attorney or other evidence of his/her authority to act on behalf of the bidder.
- In the event bidder is represented by a licensed real estate broker, the following must be provided:

Name of Brokerage Firm: \_\_\_\_\_

Name of Broker: \_\_\_\_\_

Broker's State of CA DRE License No.: \_\_\_\_\_



***I have read and understand the following, and hereby submit my Written Bid and any subsequent Oral Bid in accordance with all conditions thereof (check off all documents):***

- Invitation for Bids No. 10518
- Preliminary Title Report and Legal Description, view at: [www.placer.ca.gov/kingsbeachsale](http://www.placer.ca.gov/kingsbeachsale)
- Attachment A – Agreement of Purchase and Sale
- County of Placer Low-Threat Underground Storage Tank Case Closure Confirmation Report and Lahontan Regional Water Quality Control Board No Further Action Required Letter, view at: [www.placer.ca.gov/kingsbeachsale](http://www.placer.ca.gov/kingsbeachsale)
- Initial/Earnest Money Deposit included – Certified Check or Cashier's Check No. \_\_\_\_\_

*Signature:* \_\_\_\_\_

*Printed Name:* \_\_\_\_\_

*Title:* \_\_\_\_\_

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

**ATTACHMENT C  
BID NO. 10518  
SWISS MART PROPERTY**

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**BIDDER REGISTRATION FORM – ORAL BIDS ONLY**

Bidders who do not submit a Written Bid, but wish to submit an Oral Bid, shall be required to complete and submit this Bidder Registration Form at the beginning of the call for Oral Bids. Valid ID must be presented at the time of signature.

**Full Legal Name of Bidder:** \_\_\_\_\_

Mailing Address: Street Address: \_\_\_\_\_

City, State, Zip: \_\_\_\_\_

Telephone Number (include area code): \_\_\_\_\_

Email address: \_\_\_\_\_

**Legal Entity:** Our bid will be submitted on behalf of a:

- \_\_\_\_\_ Individual
- \_\_\_\_\_ Partnership
- \_\_\_\_\_ Corporation – Incorporated in the State of \_\_\_\_\_
- \_\_\_\_\_ Other (describe below) \_\_\_\_\_

**Signature Requirements:**

- If the bidder is an individual, this form shall be signed by the individual.
- If the bidder is a partnership, this form shall signed by one of the partners duly authorized to execute bids on behalf of the partnership.
- If the bidder is a Corporation, this form must be signed by two corporate officers, one of which must be the secretary of the corporation, and the other may be either the President or Vice President. One signature will be permitted with accompanying evidence that the person signing is duly authorized, such as a corporate resolution.
- Registration which is submitted by an attorney or agent on behalf of another party shall be accompanied by a notarized Power of Attorney or other evidence of his/her authority to act on behalf of the bidder.
- In the event bidder is represented by a licensed real estate broker, the following must be provided:

Name of Brokerage Firm: \_\_\_\_\_

Name of Broker: \_\_\_\_\_

Broker's State of CA DRE License No.: \_\_\_\_\_

.....

***I have read and understand the following, and will submit my Oral Bid in accordance with all conditions thereof (check off all documents):***

- Invitation for Bids No. 10518
- Preliminary Title Report and Legal Description, view at: [www.placer.ca.gov/kingsbeachsale](http://www.placer.ca.gov/kingsbeachsale)
- Attachment A – Agreement of Purchase and Sale
- County of Placer Low-Threat Underground Storage Tank Case Closure Confirmation Report and Lahontan Regional Water Quality Control Board No Further Action Required Letter, view at: [www.placer.ca.gov/kingsbeachsale](http://www.placer.ca.gov/kingsbeachsale)
- Initial/Earnest Money Deposit provided – Certified Check or Cashier’s Check No. \_\_\_\_\_

*Signature:* \_\_\_\_\_

*Printed Name:* \_\_\_\_\_

*Title:* \_\_\_\_\_

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