

**REAL PROPERTY  
PURCHASE & SALES AGREEMENT**

This Agreement (“Agreement”) is dated as of \_\_\_\_\_, 2022 (“Effective Date”) by and between the Turlock Unified School District (the “Seller”) and \_\_\_\_\_ (the “Buyer”) (collectively, the “Parties”).

**RECITALS**

WHEREAS, Seller owns and, through a competitive bid process, offered for an all cash sale the real property, with improvements, located at 312 S. Roselawn Avenue, Turlock California, assigned Assessor’s Parcel Number 024-045-012, bearing a legal description described in the preliminary title report issued by Stewart Title Company (“the Real Property”); and

WHEREAS, Buyer, as the successful Bidder awarded by the Board of Trustees of the Turlock Unified School District (the “District”), has provided the Bid Deposit and signed the Agreement; and

WHEREAS, the Parties are entering into this Agreement to set forth the terms and conditions of the sale to Buyer; and

NOW, THEREFORE, IN CONSIDERATION of the terms, conditions and covenants hereafter set forth, Seller and Buyer agree as follows:

**AGREEMENT**

1. Property Included in Sale. Seller hereby agrees to sell and convey to Buyer, and Buyer hereby agrees to purchase from Seller, subject to the terms and conditions set forth herein, the Real Property.

2. Purchase Price for the Real Property.

2.1. The purchase price of the Real Property is \_\_\_\_\_ Dollars (\$XXX,XXX.00) (the “Purchase Price”).

2.2. The purchase price shall be paid as follows:

2.2.1. As a condition precedent, the Buyer shall have provided a nonrefundable deposit (hereafter the “Deposit”) in the amount of Ten Thousand Dollars (\$10,000) payable to Turlock Unified School District at the time the Buyer’s Bid was submitted pursuant to the District’s “Bid to Purchase District Property.” In the event that the sale of the Real Property as contemplated hereunder is consummated, the Deposit shall be credited against the Purchase Price. In the event the sale of Real Property is not consummated because of a default under this Agreement solely on the part of Seller, the Deposit shall be returned to Buyer. If said sale is not consummated for any other reason, including without limitation, a default by Buyer hereunder, then the Deposit shall be paid to and retained by Seller as liquidated damages. The Parties have agreed that Seller’s actual damages, in the event of such a default by Buyer, would be extremely difficult or impracticable to determine. By placing their initials below, the

# REAL PROPERTY PURCHASE & SALES AGREEMENT

Parties acknowledge that the Deposit has been agreed upon after negotiation, as the Parties' reasonable estimate of Seller's damages.

Seller \_\_\_\_\_ Buyer \_\_\_\_\_

2.2.2. The balance of the Purchase Price \_\_\_\_\_ (\$XXX,XXX.00) shall be deposited into escrow with Stewart Title Company (the "Title Company"; Heather Walker is the Escrow Officer) by cash, cashier's check, bank certified check, or wire transfer no later than 10:00 a.m. ten (10) business days before the Closing Date as defined below.

2.2.3. The Closing Date shall be 45 days after the Effective Date of this Agreement and shall be considered under the terms herein as the "Closing." Upon mutual agreement of the Parties in writing, the Closing Date may be changed to an earlier date or may be extended for a reasonable period of time. The District Superintendent, the Assistant Superintendent of Business Services, or other designee of the Superintendent, may act on behalf of the Seller in agreeing to a change in the Closing Date pursuant to this paragraph.

2.2.4. If the Buyer did use a real estate broker, that broker was \_\_\_\_\_ ("Broker"). At Closing, the Seller shall pay Broker's commission of 2% of the Purchase Price out of the funds deposited by the Buyer if: (a) the Broker was indicated on the Bid Proposal; and (b) met the requirements set forth under Item C of the "Bid To Purchase District Property."

### 3. Title to the Property

3.1. Conditions of Title. At the Closing, Seller shall convey the Real Property to Buyer by a grant deed prepared by the Title Company subject to no exceptions other than:

3.1.1. Any exceptions disclosed by a preliminary title report which cannot be removed from title and which would prevent a transfer of the Real Property to the Buyer; and

3.1.2. Any other exception, or legal cause, which would prevent a transfer of the Real Property to the Buyer.

3.2. Title Insurance. Delivery of title insurance, at the Seller's cost, in accordance with the foregoing shall be evidenced by the willingness of the Title Company to issue, at Closing, its standard Owner's California Land Title Association Policy of Title Insurance ("CLTA Policy") in the amount of the Purchase Price showing title to the Real Property vested in Buyer, subject to the Conditions of Title .

### 4. Buyer's Examination.

4.1. Buyer's Independent Investigation, including as set forth in the "Acknowledgments" to the District's "Bid to Purchase District Property."

## **REAL PROPERTY PURCHASE & SALES AGREEMENT**

4.1.1. Buyer acknowledges that, prior to submitting its successful Bid to the District, it has been given a full opportunity to inspect and investigate each and every aspect of the Real Property, either independently or through agents of Buyer's choosing, including, without limitation:

4.1.1.1. All matters relating to title, including a preliminary title report prepared by Stewart Title Company, together with all governmental and other legal requirements such as taxes, assessments, zoning, use permit requirements and building codes.

4.1.1.2. The physical condition of the Real Property, including, without limitation, the presence or absence of Hazardous Materials (as defined below), and all other physical and functional aspects of the Easement Areas. For the purposes hereof, "Hazardous Materials" shall mean any substance, chemical, waste or other material which is listed, defined or otherwise identified as "hazardous" or "toxic" under any federal, state, local or administrative agency ordinance or law, or any material that because of its quantity, concentration, or physical or chemical characteristics, poses a significant, present or potential hazard to human health or safety or to the environment if released into the environment, or any regulation, order, rule or requirement adopted hereunder, as well as formaldehyde, urea, polychlorinated biphenyls, petroleum, petroleum product or by-product, crude oil, natural gas, natural gas liquids, liquefied natural gas, or synthetic gas usable for fuel or mixture thereof, radon, asbestos, and "source," "special nuclear" and "by-product" material as defined in the Atomic Energy Act of 1985, 42 U.S.C. §§3011 et sec.

4.1.1.3. Any easements and/or access rights affecting the Real Property.

4.1.1.4. All other matters of material significance affecting the Real Property.

4.1.2. BUYER SPECIFICALLY ACKNOWLEDGES THAT SELLER IS SELLING AND BUYER IS PURCHASING THE REAL PROPERTY ON AN 'AS IS WITH ALL FAULTS' BASIS AND THAT BUYER IS NOT RELYING ON ANY REPRESENTATIONS OR WARRANTIES OF ANY KIND WHATSOEVER, EXPRESS OR IMPLIED FROM SELLER, ITS AGENTS, OR BROKERS AS TO ANY MATTERS CONCERNING THE PROPERTY, INCLUDING WITHOUT LIMITATION:

4.1.2.1. The quality, nature, adequacy and physical condition of the Real Property.

4.1.2.2. The quality, nature, adequacy and physical condition of soils, geology and any groundwater of the Real Property.

4.1.2.3. The existence, quality, nature, adequacy and physical condition of utilities serving the Real Property.

## **REAL PROPERTY PURCHASE & SALES AGREEMENT**

- 4.1.2.4. The development potential of the Real Property, and the Real Property's use, habitability, merchantability, or fitness, suitability, value or adequacy of the Real Property for any particular purpose.
- 4.1.2.5. The zoning or other legal status of the Real Property or any other public or private restrictions on use of the Real Property.
- 4.1.2.6. The compliance of the Real Property of its operation with any applicable codes, laws, regulations, statutes, ordinances, covenants, conditions and restrictions of any governmental or quasi-governmental entity or of any other person or entity.
- 4.1.2.7. The presence of Hazardous Materials on, under or about the Real Property or the adjoining or neighboring property.
- 4.1.2.8. The quality of any labor and materials used in any improvements on the Real Property.
- 4.1.2.9. The condition of title to the Real Property.
- 4.1.2.10. The leases, service contracts, or other agreements affecting the Real Property.
- 4.1.2.11. The economics of the operation of the Real Property to be conveyed.
- 4.2. Release.
- 4.2.1. Without limiting the above, Buyer waives its right to recover from Seller and from Seller's officers, employees and agents, and forever releases and discharges Seller from any and all damages, claims, losses, liabilities, penalties, fines, liens, judgments, costs or expenses whatsoever (including, without limitation, attorneys' fees and costs), whether direct or indirect, known or unknown, foreseen or unforeseen, that may arise on account of or in any way be connected with the physical condition of the District property, or any portion thereof, or any law or regulation applicable thereto, including without limitation, any federal, state, local or administrative agency ordinance, law, rule, regulation, order or requirement relating to environmental conditions or Hazardous Materials.
- 4.2.2. In connection with Section 4.2.1 above, Buyer expressly waives the benefits of Section 1542 of the California Civil Code, which provides as follows: "A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR OR RELEASING PARTY DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE AND THAT, IF KNOWN BY HIM OR HER, WOULD HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR OR RELEASED PARTY."

## REAL PROPERTY PURCHASE & SALES AGREEMENT

### 5. Closing and Escrow.

- 5.1. It shall be the obligation of the Seller to open an escrow for the purposes of this Agreement, and to pay all fees and closing costs, including, but not limited to, fees, taxes, title insurance costs, documentary transfer taxes, if applicable, and any miscellaneous escrow fees.
- 5.2. Upon execution of this Agreement, each Party hereto shall deposit an executed counterpart of this Agreement with Title Company and this instrument shall serve as instructions to Title Company as the Escrow Officer for consummation of the purchase and sale contemplated hereby. Seller and Buyer agree to execute such additional and supplementary escrow instructions as may be appropriate to enable the Escrow Officer to comply with the terms of this Agreement; provided, however, that in the event of any conflict between the provisions of this Agreement and any supplemental escrow instructions, the terms of this Agreement shall control.
- 5.3. The Closing hereunder shall be held and delivery of all items at the Closing under the terms of this Agreement shall be made at the offices of the Title Company. Such date may not be extended without the prior written approval of both Seller and Buyer, except as otherwise expressly provided in this Agreement.
- 5.4. At or before the Closing, Seller shall deposit into escrow the following: A duly executed and acknowledged Grant Deed conveying rights to the Real Property to Buyer, subject to the Conditions of Title; and
- 5.5. Before Closing, Buyer shall deposit into escrow the following items: Funds necessary to close this transaction, in accordance with Paragraph 2 above.
- 5.6. Seller and Buyer shall each deposit such other instruments as are reasonably required by the Escrow Officer or otherwise required to close the escrow and consummate the purchase of the Real Property in accordance with the terms hereof.

### 6. Representations and Warranties of Buyer. Buyer hereby represents and warrants to Seller as follows:

- 6.1. If Buyer is a corporation, that it is duly organized and validly existing and in good standing under the laws of the State of California; and
- 6.2. This Agreement and all documents executed by Buyer which are delivered to Seller at the Closing are or at the time of Closing:
  - 6.2.1. will be duly authorized, executed, and delivered by Buyer.

## REAL PROPERTY PURCHASE & SALES AGREEMENT

7. Representations and Warranties of Seller. Seller hereby represents and warrants to Buyer as follows:

- 7.1. Seller is a California public school district and has been authorized to sell the Real Property under the terms of the State Board of Education waiver process.
- 7.2. This Agreement and all documents executed by Seller which are to be delivered to Buyer at the Closing are or at the time of Closing:
  - 7.2.1. will be duly authorized, executed, and delivered by Seller.

8. Miscellaneous

- 8.1. Notices. Any notice required or permitted to be given under this Agreement shall be in writing and shall be deemed to have been given when deposited in the United States mail; registered or certified mail, postage prepaid; return receipt requested; or overnight mail with proof of delivery; or by email with acknowledgment by the emailed party; or by facsimile with proof of transmission; and with a physical address, depending on the notice, addressed as follows:

Seller: Barney W. Gordon  
Assistant Superintendent of Business Services  
Turlock Unified School District  
PO Box 819013  
1574 E. Canal Dr.  
Turlock, CA 95381  
[BGordon@turlock.k12.ca.us](mailto:BGordon@turlock.k12.ca.us)  
Facsimile: (209) 667-6520

Buyer: <Insert Buyer Name>  
<Insert Mailing Address>  
<Insert Mailing Address>  
<City, State, Zip Code>  
<Email>  
<Facsimile>

- 8.2. Successors and Assigns. This Agreement shall be binding upon, and inure to the benefit of, the Parties hereto and their respective successors, heirs, administrators and assigns.
- 8.3. Amendments. Except as otherwise provided herein, this Agreement may be amended or modified only by a written instrument executed by Seller and Buyer.
- 8.4. Applicable Law and Forum. This Agreement shall be governed by and construed in accordance with the laws of the State of California and any action to enforce the terms of this Agreement or for the breach thereof shall be brought and tried in the County of Stanislaus.
- 8.5. Merger of Prior Agreements. This Agreement and the exhibits hereto constitute the entire Agreement between the Parties with respect to the purchase and sale of the Real Property and supersedes all prior agreements and understandings between the Parties hereto relating to the subject matter hereof.
- 8.6. Time of the Essence. Time is of the essence of this Agreement.

**REAL PROPERTY  
PURCHASE & SALES AGREEMENT**

8.7. Headings. The headings used herein are for the purposes of convenience only and should not be used in construing the provisions hereof.

8.8. Partial Invalidity. If any term, covenant, or condition of this Agreement or its application to any person or circumstances is held to be invalid or unenforceable, the remainder of this Agreement or the application of such term or provisions to other persons or circumstances will not be affected.

8.9. No Waiver. No consent or waiver by either Party to or of any breach or any representation, covenant, or warranty will be construed as consent to or waiver of any other breach of the same or any other representation, covenant, or warranty.

8.10. Interpretation. The Parties hereby acknowledge that they have each contributed to the making of this Agreement and that, in the event of a dispute over the interpretation of this Agreement, the language of the Agreement will not be construed against one Party in favor of the other. The Parties hereby acknowledge that they have each had an opportunity to consult with legal and other professional counsel in the negotiation and preparation of this Agreement.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement as of the date first above written.

Buyer: <Insert name of Buyer>

By: \_\_\_\_\_  
      <Name and Capacity of Buyer>

By: \_\_\_\_\_  
      <Name and Capacity of Buyer if dual signature required>

Seller: Turlock Unified School District

By: \_\_\_\_\_  
      Barney W. Gordon  
      Assistant Superintendent of Business Services  
      Turlock Unified School District