



OXNARD UNION HIGH SCHOOL DISTRICT

REQUEST FOR PROPOSALS AND STATEMENTS OF QUALIFICATIONS FOR THE SALE, LEASE OR EXCHANGE OF SURPLUS SCHOOL DISTRICT PROPERTIES

15 STEARMAN STREET, CAMARILLO
280 SKYWAY DRIVE, CAMARILLO
330 SKYWAY DRIVE, CAMARILLO
4235 MAR VISTA DRIVE, COUNTY OF VENTURA
1101 WEST 2ND STREET, OXNARD
527 HUENEME ROAD, OXNARD
3400 W GONZALES ROAD, COUNTY OF VENTURA
220 SOUTH K STREET, OXNARD
309-315 SOUTH K STREET, OXNARD

November 2018

Prepared for:

Mr. Jeff Weinstein

Assistant Superintendent of Business Services, Oxnard Union High School District

Pursuant to Education Code Sections 17466 and 17536, on November 7, 2018, the Board of Trustees (the "Board") of the Oxnard Union High School District ("District"), adopted Resolution No. 18-42, which authorized the solicitation of proposals for the sale, lease or exchange of the following District surplus properties: 15 Stearman Street, Camarillo, California; 280 Skyway Drive, Camarillo, California; 330 Skyway Drive, Camarillo, California; 4235 Mar Vista Drive, County of Ventura, California; 1101 West 2nd Street, Oxnard, California; 527 Hueneme Road, Oxnard, California; 3400 W Gonzalez Road, County of Ventura, California; 220 South K Street, Oxnard, California; 309-315 South K Street, Oxnard, California; (the "Properties").

NOTE: *As required by California law, the District has provided notice to qualifying public districts, public authorities, public agencies, public corporations, other political subdivisions in this state, the federal government, interested charter schools, and certain nonprofit charitable and public benefit corporations (collectively, the "Public Sector") of the District's intent to dispose of the Properties. The District has concurrently noticed the Public Sector and the private sector ("Private Sector"), in accordance with Education Code Sections 17464 and 17469. If necessary to conclude negotiations with any Public Sector entity for the disposition of the Properties, the Private Sector bid process shall be continued. Target dates for Private Sector bid acceptance may be revised by the District pursuant to a written addendum to this Request for Proposals and Statements of Qualifications. **The District reserves the right to reject any and all bids, pursuant to Education Code Section 17476.***

Prepared by:

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In association with:

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OXNARD UNION HIGH SCHOOL DISTRICT**REQUEST FOR PROPOSALS AND STATEMENTS OF QUALIFICATIONS FOR THE
SALE, LEASE OR EXCHANGE OF SURPLUS SCHOOL PROPERTIES LOCATED AT:**

15 STEARMAN STREET, CAMARILLO
280 SKYWAY DRIVE, CAMARILLO
330 SKYWAY DRIVE, CAMARILLO
4235 MAR VISTA DRIVE, COUNTY OF VENTURA
1101 WEST 2ND STREET, OXNARD
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3400 W GONZALES ROAD, COUNTY OF VENTURA
220 SOUTH K STREET, OXNARD
309-315 SOUTH K STREET, OXNARD

I. PURPOSE

To solicit proposals (“Proposals”) for the sale, lease or exchange of any or all of the above-referenced properties (each individually a “Property” and collectively the “Properties”).

A. SUMMARY

On May 9, 2018, the Oxnard Union High School District (“District”) Board of Trustees (“Board”) accepted the recommendation of the District’s Surplus Property Advisory Committee to declare the Properties surplus. On November 7, 2018, the Board authorized solicitation of Proposals concurrently to the public, non-profit sectors as required by California State (“State”) law and the private sector, as set forth in the below Sections II(A) and II(B), for the sale, lease or exchange of the Properties in accordance with this RFP. This RFP includes the text of the solicitation and certain attached exhibits. If there are any ambiguities or discrepancies between the text characterization of the exhibits and the exhibits themselves, the exhibits shall prevail.

The District shall review all Proposals separately. The District reserves the right to select between purchases, leases and exchanges, or to reject any and all Proposals, for all or any of the Properties, either written or oral, and withdraw the Properties from sale, lease or exchange.

The District’s preference is to accommodate the highest and best price. It shall be the developer’s responsibility to secure the best land use of the Properties as possible based on the applicable city’s preferred use of the Properties as set forth and described herein in Section IV (B). Any division of a particular Property shall be subject to compliance with the California Subdivision Map Act, codified in Government Code Sections 66410, *et seq.*, (the “Act”) as discussed herein.

B. USE OF PROCEEDS

Proceeds from any potential sale of the Properties may be used to relocate and consolidate the District's administrative and related instructional services centers, and for any other capital outlay and maintenance costs and educational facility needs required by the District.

II. GENERAL INFORMATION AND SUMMARY OF CONCURRENT PROCEDURES**A. PUBLIC SECTOR**

Pursuant to Education Code Sections 17464 and 17536, *et seq.*, and Government Code Sections 54220, *et seq.*, the District provided notice on November 7, 2018 of the District's intent to dispose of the Properties to qualifying public agencies, certain nonprofit and public benefit corporations, and interested charter schools, (the "Public Sector"), which have **sixty (60) days** to enter into good faith negotiations with the District for the purchase, lease or exchange of the Properties. If the District does not receive any timely Proposals from the Public Sector or is unable to finalize a transaction with any Public Sector entity within the timeframe prescribed by law, the District may consider Proposals from the Private Sector pursuant to this RFP process. **(Public agencies shall refer to the comment on Page 10 of the RFP).**

B. PRIVATE SECTOR

The following surplus property procedure shall apply to this RFP.

1. On November 7, 2018, the Board adopted Resolution No. 18-42, which declared the District's intention to dispose of the Properties to the Private Sector by sale, lease or exchange.
2. Pursuant to Education Code Section 17469, the District has provided notice to the Private Sector of the adoption of Resolution No. 18-42 and of the availability of the Properties for sale, lease or exchange by publication once a week for three (3) consecutive weeks. The District may also post any notices as required by law.
3. The Board has obtained an appraisal for the Properties determining the Properties' current fair market value. The appraised value for the Properties are for purchase, lease or exchange.
4. A **bid conference** for the Properties may be held at the following location and time:

Location: Oxnard Union High School District (Board Room)
309 South "K" Street
Oxnard, California 93030
Date / Time: December 11, 2018 at 10:30 am

5. Notwithstanding the requirement set forth in Section II(A) pertaining to the Public Sector, any Private Sector individual or entity desiring to purchase, lease or exchange the Properties shall notify the District in writing of such intent in accordance with the procedures set forth in this RFP.

THE DEADLINE FOR SUBMISSION OF SEALED PROPOSALS FROM PRIVATE ENTITIES SHALL BE: MARCH 13, 2019 AT 4:00 P.M.

All Proposals shall be submitted to:

Mr. Jeff Weinstein, Assistant Superintendent of Business Services
Oxnard Union High School District
309 South "K" Street
Oxnard, CA 93030

with a copy to:

Dr. Joel Kirschenstein
Sage Realty Group, Inc.
2945 Townsgate Road, Suite 200
Westlake Village, CA 91361

District Counsel shall review all submittals.

NOTE: It is the responsibility of Respondent(s) to verify that its written Proposal complies with the requirements of this RFP, inclusive of deposits as set forth herein, and has been delivered to and received by the District prior to the submittal deadline as set forth above. Incomplete Proposals and Proposals received after the deadline shall be rejected as non-compliant with this RFP.

6. The Board shall receive and consider the written, sealed Proposals at the regularly- scheduled meeting ("Meeting") of the Board on March 13, 2019 at 4:00 p.m. in compliance with Education Code Section 17472. The Meeting will be held at Oxnard Union High School District, 309 South "K" Street, Oxnard, CA 93030.
7. Before accepting any written Proposals, the Board shall call for oral bids at the Meeting, pursuant to Education Code Section 17473. Oral bids must conform to the terms and conditions in this RFP. Oral bids must exceed by at least five percent (5%) the highest written Proposal (based on net proceeds to the District, taking into consideration terms, conditions and risk). Succeeding oral bids shall exceed the previous bid amount by two percent (2%) or per instructions of the Board. The highest conforming

Proposal shall be accepted by the Board, unless a higher oral bid is accepted or the Board determines to reject all bids and Proposals. Prior to the Board's final acceptance of a Proposal, oral bids shall be reduced to writing and signed by the oral bidder and submitted to the Board.

8. The Board's final acceptance of the highest Proposal or oral bid shall be made at the Meeting, or at an adjourned meeting to be held within ten (10) days thereafter, in accordance with Education Code Section 17475.
9. Any written clarification of or modification to this RFP shall be delivered to all parties on the Respondent's list.
10. The Board reserves the right to accept or reject any and all Proposals and bids pursuant to Education Code Section 17476 and to extend the bidding deadline as deemed appropriate by the Board.
11. Except as otherwise provided herein, any Proposal containing contingencies based upon non-compatible the general plan amendments, zone changes, proposed density changes, alternative land uses, or non-applicability of the relevant city, the County of Ventura, state or federal ordinances or statutes may not be considered.
12. Any proposed division of any Property into separate parcels is subject to the Act. The District reserves the right to require in any purchase and sale agreement that the closing of the transaction with the District shall not be postponed or delayed due to a buyer's desire to subdivide the applicable Property.
13. Any time extensions for contingency review shall be solely at the discretion of the District and may require additional deposits.
14. Prior to Board action, Douglas A. Bordner and/or Jacquelyn D. Ruffin of Myers, Widders, Gibson, Jones & Feingold, L.L.P. ("District Counsel") and Dr. Joel Kirschenstein of Sage Realty Group, Inc. ("District Consultant") or his designee shall review for completeness and compliance all Proposals received.
15. Any and all requests for additional information must be made in writing to the District with a copy to the District Consultant at the following addresses:

District

Jeff Weinstein, Assistant Superintendent of Business Services
Oxnard Union High School District
309 South "K" Street
Oxnard, CA 93030
Jeff.Weinstein@ouhsd.k12.ca.us

with a copy to:

District Consultant
Sage Realty Group, Inc.
Dr. Joel Kirschenstein
2945 Townsgate Road, Suite 200
Westlake Village, CA 91361
joel@sagerealtygroup.com

III. PROPERTY INFORMATION

Verification of the following information is the responsibility of each Respondent. The District makes no representation or warranty with respect to the truth or accuracy of the following information.

A. DESCRIPTION OF PROPERTIES

CAMARILLO SURPLUS PROPERTIES (Minimum Price Set Forth)

1. **15 Stearman St., Camarillo (APN: 230-0-030-115)** – 10,670 SF Formerly known as Freedom Gymnasium which sits on a .6 AC lot on R-E (Rural Exclusive) zoned land. Property includes a full basketball court with hardwood flooring, handball court, storage room, and restroom. Constructed of wood frame on block foundation walls with steel frame windows.
MINIMUM PRICE: \$595,000
2. **280 Skyway Dr., Camarillo (APN: 230-0-030-105)** – 13,552 SF office building which sits on 1.33 AC lot on R-E (Rural Exclusive) zoned land with surface parking. Property includes three free-standing structures constructed of concrete block. Currently an adult day care facility, it has large meeting/class rooms, administration offices, and large kitchen/cafeteria.
MINIMUM PRICE: \$1,650,000*
3. **330 Skyway Dr., Camarillo (APN: 230-0-030-105)** – 4,620 SF theatre which sits on .68 AC lot on R-E (Rural Exclusive) zoned land with surface parking. Constructed of concrete block. Theatre includes a sloped floor with 200-300 seats, raised stage with wood flooring, dressing room, and vaulted ceilings. Equipped with lighting, curtain tracks, concession stand, *etc.*
MINIMUM PRICE: \$695,000*
4. **4235 Mar Vista Dr., County of Ventura (APN: 156-0-180-385)** – Approximately 26 AC Agriculture site which sits on A-E zoned land. Located in unincorporated Ventura County, adjacent to the City of Camarillo city limits and sphere of influence. The property is used for agricultural use only and is protected under the S.O.A.R. Initiative. The property includes no improvements. Approximately 4.61 acres are dedicated to a detention basin. Water service to the property is provided by a private on-site water well. Formerly leased to Dole for agricultural use.
MINIMUM PRICE: \$1,795,000

OXNARD SURPLUS PROPERTIES (Minimum Price Set Forth)

5. **1101 West 2nd St., Oxnard (APN: 202-0-233-355)** – 26,555 SF of office buildings and storage containers. Consists of one permanent structure, 22 modular office buildings, and three storage containers which sit on 4.1 AC lot on R-1 zoned land with surface parking. Due to the proximity of the adjacent Oxnard Airport, the subject property is included in the Ventura County Airport Land Use Commission's *Airport Comprehensive Land Use Plan*.
MINIMUM PRICE: \$2,750,000 [For Discussion – See Exhibit C]**
6. **527 Hueneme Rd., Oxnard (APN: 222-0-082-625)** – 8,640 SF retail/office building which sits on .59 AC lot on C-2 zoned land with onsite parking. The property was built in 1975 and improved with a single-story, concrete-block structure. Currently being used as an adult school with administrative and classroom uses. The property has an AH overlay designating the parcel as All-Affordable Housing Opportunity Program (AAHOP).
MINIMUM PRICE: \$895,000
7. **3400 W Gonzales Rd., County of Ventura (APN: 183-0-030-180)** – 27.33 AC agriculture site which sits on A-E zoned land. Located in unincorporated Ventura County, adjacent to the City of Oxnard city limits and sphere of influence. The property is used for agricultural use only and is protected under the S.O.A.R. Initiative. The property includes no improvements.
MINIMUM PRICE: \$2,250,000
8. **220 South K St., Oxnard (APN: 202-0-010-740)** – 29,994 SF of office, warehouse, and automotive service bays. Consists of six permanent structures and one modular office building which sits on 2.54 AC lot on R-2 zoned land with a General Plan Designation of Park. Due to the proximity of the adjacent Oxnard Airport, the subject property is included in the Ventura County Airport Land Use Commission's *Airport Comprehensive Land Use Plan*.
MINIMUM PRICE: \$3,750,000 [For Discussion – See Exhibit C]**
9. **309-315 South K St., Oxnard (APN: 202-0-010-630)** – 15,349 SF of mixed office and industrial buildings. Consists of three permanent structures, and four modular office buildings which sit on 2.14 AC lot on R-2 zoned land with a General Plan Designation of Airport Compatible. Due to the proximity of the adjacent Oxnard Airport, the subject property is included in the Ventura County Airport Land Use Commission's *Airport Comprehensive Land Use Plan*.
MINIMUM PRICE: \$1,795,000 [For Discussion – See Exhibit C]**

* Please note that the 280 Skyway and 330 Skyway Properties have the same APN. The District is interested in a single buyer/exchanger for both Skyway Properties. However, in the event that the Skyway Properties are conveyed to different parties, the Skyway Properties can be sold separately through a lot split while in escrow.

** The two “K-Street” Properties noted above, are identified as being within a Runway Protection Zone (RPZ), with requirements for approvals from the Oxnard Airport Authority and Federal Aviation Administration (FAA). The successful purchaser of these “K-Street” Properties shall be responsible for processing any and all uses for the reuse of these properties, including “as-is.”

Proceeds from these “K-Street” Properties within the RPZ shall be used directly and solely for the relocation of the District’s educational support services.

Exhibit C includes potentially relevant documents to assist prospective bidders relative to their evaluation of the proximity of the K-Street Properties to the Oxnard Airport, and potential use restrictions stemming therefrom. The provision of this documentation shall not substitute for the successful bidder’s independent evaluation of allowable uses on these properties. The District provides these for informational purposes only, and makes no independent representations with respect to their accuracy, as these documents were not prepared by the District. It is the District’s understanding that the K-Street Properties are, in whole or in part, located within the Runway Protection Zone (RPZ) of the Oxnard Airport, and that such status will limit the potential development of the K-Street Properties. Bidders desiring additional information are encouraged to contact the Oxnard Airport Authority or Jorge Rubio, Acting Director of Airports for the County of Ventura. Mr. Rubio may be reached at (805) 388-4201 or at jorge.rubio@ventura.org.

The District is also seeking to negotiate with the Oxnard Airport Authority, County of Ventura, and FAA relative to the acquisition of such parcels. The District will, as permissible and advisable, provide updates to interested proposers relative to the status of such negotiations.

B. GENERAL INFORMATION

1. Land Use Regulations

The Properties are designated by the Land Use and Community Design Element of the Local Planning Authorities General Plan. All Respondents must adhere to all land use and zoning regulations. See Exhibit “C.”

NOTE: The District makes no representations, warranties, or assurances regarding the City’s General Plan, zoning, ordinances, or entitlement procedures. Respondents are advised to rely on their own thorough and complete research and due diligence with the City, County, applicable public agencies, utility companies, title companies, and others when evaluating the suitability of the Properties for Respondent’s intended use.

2. Subdivision Map Act

In the event this RFP is responded to by individuals or entities who desire to create more than one development parcel, said Respondents shall be responsible for the preparation of the parcel maps per the requirements of the Act and for all related costs and fees. *See also* Section II(B)(12).

3. Constraints

Any and all constraints are to be identified by the Respondents. However, it should be noted that Respondents may contact the following references:

Mr. Jorge Rubio, Acting Director of Airports, County of Ventura
(Jorge.Rubio@ventura.org; 805-388-4201) for additional information on specific proposed uses for the District's "K" Street Properties represented herein.

Mr. Joesph R. Vacca, Director of Community Development, City of Camarillo
(jvacca@cityofcamarillo.org; 805-388-5362) for additional information on specific proposed uses for the District's Camarillo Properties represented herein.

Ms. Kimberly Prillhart, Planning Director, RMA, Count of Ventura
(Kim.Prillhart@ventura.org; 805-654-2481) for additional information on specific proposed uses for the District's County of Ventura properties represented herein.

Mr. Doug Spondello, Principal Planner, City of Oxnard
(Doug.Spondello@oxnard.org; 805-385-3919) for additional information on specific proposed uses for the District's Oxnard Properties represented within.

Ms. Kathleen Mallory, Planning & Environmental Services Mgr., City of Oxnard
(Kathleen.mallory@oxnard.org; 805-385-8370) for additional information on specific proposed uses for the District's Oxnard Properties represented within.

City of Camarillo General Plan
https://www.cityofcamarillo.org/departments/community_development/general_plan_test/index.php

City of Camarillo Municipal Code - Title 19 (Zoning) - Rural Exclusive Zone
https://library.municode.com/ca/camarillo/codes/code_of_ordinances?nodeId=TIT19ZO_IIZO_CH19.12RUEXZO

2000 Ventura County Airport Comprehensive Land Use Plan:
https://vcportal.ventura.org/AIRPORTS/docs/document_library/Doc_Airport_LandUse_Plan.pdf

4. Utilities

It is Respondents' responsibility to verify all information regarding utilities.

5. Toxics

The District has no knowledge of toxic issues on the Properties. It shall be the Respondents' responsibility to research the condition of the Properties, including any environmental issues on the Properties. A Phase I Environmental Report may be available upon request of the Respondent.

6. Fees

Traffic impact fees, development impact fees, and all other fee requirements shall be the responsibility of the Respondent.

C. DUE DILIGENCE RESEARCH AND REGULATORY REVIEW DISCLAIMERS

1. Preliminary Title Report ("Title Report")

A Title Report shall be prepared for each of the Properties and shall be available from the District upon request.

NOTE: The District makes no representations or warranties regarding the truth or accuracy of the Title Report, which will be prepared by a third party independent of the District and is being provided through the District only as a convenience and courtesy.

2. As-Is Conveyance

Each Respondent shall be responsible for performing its own due diligence research in order to develop an independent understanding and acceptance of the Property, including, without limitation, the Property boundary, size, topography, environmental condition and title. Each Respondent is individually responsible to investigate and take into consideration the existing physical nature of the Site, including, but not limited to, soils, geology, seismic, hazardous materials, ground water, liquefaction, archeology, biota, and other matters which bear on use suitability and development cost.

NOTE: The Properties are offered "as-is", without any representations or warranties other than the District's ability to transfer title to the Property to the successful Respondent upon close of escrow.

3. Single Parcel

If the Property is a single parcel, then any division of the Property for purposes of sale, lease, or encumbrance is subject to compliance with the provisions of the Act, prior to close of escrow.

4. No Reliance

Nothing herein may be relied upon regarding City and/or other public agency processing, legislative amendments, and/or approval of entitlements, map approvals, environmental approvals, grading or building permits.

5. Land Use Review

For more information regarding land use and regulatory review, by, contact the City of Oxnard, City of Camarillo, and/or the County of Ventura, as applicable.

IV. PROPOSAL TERMS, CONDITIONS AND REQUIREMENTS

A. REQUIRED INFORMATION

The Proposal shall include information required by the appropriate Respondent Response Form attached as Exhibit "B-1" for purchase, Exhibit "B-2" for exchange, and Exhibit "B-3" for lease.

**** Public agencies are only required to submit a detailed letter of interest to commence negotiations. If negotiations are successful, then the terms and conditions shall be reduced to writing followed by a Purchase & Sale Agreement. ****

B. USE OF PROPERTIES

The Proposal should describe in detail intended use(s) of the Properties. All developer applications must be in compliance with zoning for land uses, compatible with the City's General Plan designations. The District may not consider a Proposal that presents a risk of not being fulfilled because of unrealistic expectations of the Respondent as to land use, zoning approvals by the City, County, state and federal agencies. Except as discussed previously, any Proposal proposing a land use which requires an unusual General Plan amendment or zone change, is contingent upon known or pending ordinances, or is highly controversial or problematic may be rejected. Any Proposal which envisions a division of the Properties into separate parcels must comply with the Act. Respondents should describe their understanding of the application process and procedures, and concurrent processing.

C. TRANSACTION OPPORTUNITIES (FOR ALL OR INDIVIDUAL PROPERTIES)

The District will consider Proposals to purchase, lease, lease with an option to purchase, or exchange all or Individual Properties.

1. Purchase (All or Individual Properties)

Each Proposal for purchase shall include written minimum quantifiable terms of the purchasing acknowledging which portion(s) of the Properties are subject to the Proposal; price; terms of payment; rate of interest, if not all cash; length of escrow;

contingencies; and special provisions, if any. A sample table of contents from the District's template purchase and sale agreement is attached as "Exhibit D" as a convenience to Respondents.

The Proposal shall contain a comprehensive business plan, including financing for the proposed project. There shall be no financial risks to the District. **The District shall not subordinate title of the Properties as a contingency to the RFP.**

NOTE 1: Multiple Proposals may be accepted as part of the bid process. However, during the review of the Proposals, the District reserves the right to select the Proposal preferred by the District and City.

NOTE 2: Proposals for division of the Properties into separate parcels should be accompanied by a map (not to scale) that indicates the approximate boundaries of the proposed parcels as applicable.

NOTE 3: Upon the selection of a successful Respondent or Respondents, the City shall assign a planner to assist the Respondent.

2. Lease

Any Proposal for a lease shall specify which portion(s) of the Properties are subject to the Proposal and shall contain the term in years, the uses proposed, terms, rent, payment of taxes, assessments, full insurance coverage premiums, provisions regarding taxes and assessments, improvements, alterations, repairs, total destruction, partial destruction, insurance, condemnation, assignment and subletting, remedies for default and other standard lease terms. Rent shall include in detail common area charges and other costs to provide to the District a net, fixed minimum payment and other consideration, if any. The rent amount shall provide minimum amount of rent, together with adjustments of rent based on fair rental value pursuant to institute qualified appraisals at minimum intervals of the fifth, tenth and fifteenth years of lease together with annual CPI increases.

3. Exchange

A Proposal for an exchange of property with the District shall identify the portion(s) of the Properties subject to the Proposal and the address and APN of the exchange property; the exchange property's current appraised value; the amount of boot, if any; the terms of the boot; closing; commission obligations, if any; and other consideration and terms customary to exchanges of properties. Those Respondents interested in an exchange transaction shall provide a title report and an appraisal to the District of the property they wish to exchange, for consideration by the District. Title reports and appraisals shall be dated within two (2) months of the Proposal. (Updated reports and appraisals are acceptable.)

D. ECONOMIC TERMS AND CONDITIONS

The following are terms for purchase, lease and exchange.

1. Minimum Price (All or Portions of the Properties)

A base line appraisal of the Properties' fair market value has been prepared and is to be used by the District as a benchmark in determining value and evaluating Proposals for sale, lease or exchange. Per the updated appraisals, the District has set the minimum purchase price and exchange value per the table below.

Table 1: Minimum Price				
All Properties				
Properties (APN)	Acres	Sq. Ft. Price	Sq. Ft.	Minimum Price
230-0-030-115	0.60		10,670	\$595,000
230-0-030-105	1.33		13,552	\$1,650,000
230-0-030-105	0.68		4,620	\$695,000
156-0-180-385	26.30			\$1,795,000
202-0-233-355	4.10		26,555	\$2,750,000
222-0-082-625	0.59		8,640	\$895,000
183-0-030-180	27.33			\$2,250,000
202-0-010-740	2.54		29,994	\$3,750,000
202-0-010-630	2.14		15,349	\$1,795,000
				\$15,155,000

2. Processing, Obtaining Permits and Other Approvals:

Processing of all applications for federal, state, County, City and other agency approvals and permits, if any, and satisfaction of conditions of those permits and other approvals are the sole obligation and responsibility of the Respondent and shall be at the Respondent's sole cost and expense, provided, however, that District will, as owner of the Property, consent to be a co-applicant for any parcel/subdivision map approvals and other agency requirements.

3. Deposits for Entire Properties or Individual Properties

- a. A Twenty-Five Thousand Dollars (\$25,000.00) good faith deposit ("Initial Deposit") in the form of a cashier's check, payable to the District, shall accompany the Proposal, for each Property submitted.
- b. Multiple Properties shall require separate deposits for each respective Property for which the Respondent desires to submit a Proposal. The Initial Deposit shall be held by the District in uncashed form until final acceptance of a Proposal is approved by

the Board. The Initial Deposit checks of the unsuccessful Respondents will be returned after the final acceptance is made unless a "backup" Proposal is approved by the Board.

- c. Within forty-eight (48) hours of the Board's final acceptance of the Proposal, an additional deposit of Ten Thousand Dollars (\$10,000.00) ("Additional Deposit") in the form of a cashier's check, payable to the District, shall be delivered to the District.
- d. Upon execution of a definitive purchase and sale agreement ("PSA"), lease agreement "Lease Agreement") or exchange agreement ("Exchange Agreement"), the Initial Deposit and Additional Deposit shall be credited to the purchase price or the value of the exchange at close of escrow, as applicable, and, except as set forth in Section IV(D)(6) below, shall be considered non-refundable.
- e. At the end of the Due Diligence Period described in Paragraph IV(D)(5), below, an additional deposit (the "Due Diligence Deposit") of Fifty Thousand Dollars (\$50,000.00) for individual Properties in the form of a cashier's check, payable to the escrow, shall be delivered to the escrow holder. Deposit adjustments may be authorized by the District for more than one Property. The Due Diligence Deposit, together with the Initial Deposit and the Additional Deposit, shall be credited to the purchase price, lease or exchange value, as applicable, and shall be considered non-refundable except as set forth in Section IV(D)(6), below.
- f. If the successful Respondent does not perform in accordance with the terms of an accepted Proposal or executed agreement for sale, lease, or exchange, as applicable, the Initial Deposit, the Additional Deposit, and the Due Diligence Deposit shall be retained by the District without further notice to Respondent or action by the District subject to Section IV(D)(6), below.
- g. In addition to the Initial Deposit, the Additional Deposit, and the Due Diligence Deposit, the successful Respondent may be required to make installment payments ("Installment Payments") during any escrow term exceeding six (6) months.

4. Agreement (For all and individual Properties)

A PSA, lease, or exchange agreement, as applicable, between the District and the successful Respondent shall be executed within twenty-one (21) days of the date of the Board's acceptance of such Respondent's Proposal. Failure to execute a final agreement within the twenty-one (21) day period shall, at the discretion of the

Board, be deemed a termination of the Board's acceptance of Respondent's Proposal.

5. Due Diligence Period

Upon acceptance of the Proposal by the District and execution of a final agreement for purchase, lease, or exchange, due diligence shall commence for a period of **sixty (60) days** (the "Due Diligence Period"). Pursuant to the successful Respondent's written request to the District, one thirty-(30)-day extension may be granted if needed by the Respondent to complete technical studies of the Property or conclude test results.

6. Return of Deposits

The District shall refund the Initial Deposit and the Additional Deposit if the Respondent discovers a physical defect existing on the Site or a title defect in the title to the Property during the Due Diligence Period; provided, however, that the Respondent shall notify the District in writing of such defect, and the District shall have **sixty (60) days** to correct such defect prior to considering a refund of the Initial Deposit or the Additional Deposit. Subsequent to the expiration of the Due Diligence Period, the Initial Deposit, the Additional Deposit, the Due Diligence Deposit and any Installment Payments shall be refunded to the Respondent only in the event the District is unable to deliver title to the Site at the close of escrow as evidenced by a policy of title insurance, or in the unlikely event that the District is unable to vacate the Property.

7. Escrow; Length of Escrow

Escrow shall be opened for any purchase or exchange. If Respondent proposes to purchase the entire Properties or individual Properties, escrow shall close as soon as possible and the closing date shall be specifically set forth in Respondent's Proposal. The District reserves the right to negotiate the Respondent's proposed closing date if not acceptable to the District. If Respondent proposes to purchase only portions of the Properties (which requires compliance with the Act), Respondent shall be given additional time and shall be responsible for map, conditions and related requirements required by the Act for recordation of bifurcated parcels. The Respondent shall deposit the balance of the purchase price into escrow within five (5) days prior to close of escrow.

8. Title Report Requirements

In the event a Respondent desires a particular title company, escrow company or type of title policy, the name of the title company or escrow company and type of title policy required shall be clearly stated in the Proposal.

9. Interest and Special Considerations

Interest and other special considerations shall be clearly stated in the Proposal.

10. Net Proceeds

Respondent shall be responsible for clearly describing the net proceeds to the District at the close of escrow.

V. PROPOSAL AND BID PROCEDURE

A. DATA AND MATERIALS

Each Respondent shall submit **seven (7) copies and a USB Flash Drive** of its Proposal together with information required by the Respondent's Response Form, attached as Exhibit "B-1" (for purchase) and Exhibit "B-2" (for exchange). Following receipt of the Proposals, the District shall review each submittal and may request clarification or additional information and materials.

Execution of the Respondent's Response Form shall be by an authorized person, persons or agent representing the Respondent with evidence of the written authority of such authorized person, persons or agent to bind the Respondent.

B. PROPOSAL

The following information shall be included in the Proposal:

1. Respondent's name, address and telephone number.
2. Name, address and telephone number of authorized agent.
3. Proposed land use and development plan: each Respondent shall submit a written description of the proposed use(s) and, to the extent applicable, a business plan, and conceptual site plan (including proposed parcel boundaries) and development pro-forma. The District acknowledges that such materials are subject to change.
4. **Respondent's financial data, including specific information establishing that the Respondent has sufficient financial resources to undertake and complete the purchase, lease, or exchange with the District. Current signed, independently prepared and certified financial statements and federal and state tax returns for the previous three years are encouraged. Respondent may submit statements from financial institutions and recent credit history. The District may request a credit history prepared by an independent company or additional proof of cash to purchase District property.**

5. District shall hold each Proposal confidential during its consideration and final acceptance of such Proposals. However, after acceptance, all Proposals are deemed public records.

C. RESERVATION OF RIGHTS BY DISTRICT

THE BOARD RESERVES THE RIGHT TO REJECT ALL PROPOSALS REGARDING THE PROPERTIES OR ANY PROPERTY. (Education Code Section 17476.) In the event the District is delayed or cannot relocate all or part of the District's operations on the Properties, the Board reserves the right to suspend the RFP process until such time as District operations can be relocated to the satisfaction of the Board.

VI. DISTRICT REPRESENTATIVES

For further information, the Respondent may contact:

District

Jeff Weinstein, Assistant Superintendent of Business Services
Oxnard Union High School District
309 South "K" Street, Oxnard, CA 93030
Tel: (805) 834-1461
Email: jeff.weinstein@ouhsd.k12.ca.gov

with a copy to:

District Consultant

Joel Kirschenstein, President
Sage Realty Group, Inc.
2945 Townsgate Road, Suite 200, Westlake Village, California 91361
Tel: (805) 497-8557
Fax: (805) 496-4939
E-mail: joel@sagerealtygroup.com

and

District Consultant

David Kim, Principal
Lee & Associates- LA North/Ventura, Inc.
1000 Town Center Drive, Suite 310, Oxnard, California 93036
Tel: (805) 626-1234
Fax: (805) 413-7034
E-mail: dkim@lee-re.com

and

District Counsel (non-airport related properties)

Douglas A. Bordner and Jacquelyn D. Ruffin
Myers, Widders, Gibson, Jones & Feingold, L.L.P.
5425 Everglades Street, Ventura, California 93003
Tel: (805) 644-7188
Fax: (805) 644-7390
E-mail: dbordner@mwgjlaw.com and jruffin@mwgjlaw.com

District Counsel (airport related properties)

Jeff A. Hoskinson
Atkinson Andelson, Loya, Ruud & Romo
20 Pacifica, Suite 1100, Irvine, CA 92618
Tel: (949) 453-4260
Fax: (949) 453-4262
E-mail: Jeff.Hoskinson@aalrr.com

All questions shall be made in writing for review by District Counsel and District Consultants.

The District Consultants are independent contractors of the District and are not authorized by the District to make any representations to any Respondent without the prior approval of the District. If any Respondent wishes to rely on the information furnished by the District Consultants, the Respondent shall submit a request for such information in writing to the District Consultants for prior approval and consent of the District. The request will be referred to the District by the District Consultants, and the District will reply in writing. All special requests and replies, if any, will be circulated to all Respondents who would therefore be entitled to amend their Proposals.

VII. INDEMNIFICATION

Notwithstanding any other provision contained herein, Respondents, by submitting a Proposal, shall be deemed to waive any claim or cause of action against the District and its agents, trustees, consultants and representatives for failure to follow any applicable provision of the Education Code and/or Government Code regarding surplus property under District control, or the Act, which might invalidate the Proposal process, or delivery of title. Further, Respondents shall defend, indemnify and hold District, its agents, trustees, consultants and representatives harmless from any and all claims, obligations and/or liability, including attorneys' fees and costs, in connection with the review, investigation, research, RFP process, acquisition of title, including, but not limited to, approval of any parcel/subdivision map, claims for commissions and other matters related to this RFP and the declaring of the Properties as surplus and available for sale, lease or exchange, including, but not limited to, the fees and costs of defending actions and/or proceedings and any award of damages adjudged or ordered associated with this process. The provisions of this indemnity shall become part of the PSA, exchange agreement, or lease and shall survive any applicable close of escrow.

VIII. BROKER'S COMMISSIONS

The District shall not pay or be obligated to pay any Respondent's real estate broker's commission or Respondent's finder's fee in connection with this RFP or the Proposal process. Any and all commissions or fees for agents of the Respondent shall be paid by the successful Respondent.

IX. DISCLOSURES TO RESPONDENTS**A. DEVELOPMENT APPLICATIONS**

The District has no obligation for preparing or processing development applications or parcel/subdivision maps. Nor shall the District be responsible for any development or permit application fees or costs. The District takes no responsibility for any successful Respondent obtaining entitlements and permits for development of the Properties from the relevant city, the County of Ventura, or other jurisdictional agency. However, District shall, as owner of the Properties, consent to the successful Respondent's processing of entitlement requests and act as co-applicant for any parcel/subdivision map requested.

B. AGENCY REVIEW

The Respondents may be required to have land use and development concepts and proposals reviewed by the relevant city and other jurisdictional agencies as part of the process for this RFP.

C. NO REPRESENTATIONS OR WARRANTIES

The descriptive statements herein are offered for the purpose of information only. The Respondent shall be responsible for performing all due diligence in investigating and researching all aspects of the Properties and applicable laws, regulations, policies and fees affecting any and all development of the Properties. The Respondent may not rely on the descriptive statements herein as assurances, representations or warranties by the District, its agents, trustees, consultants or representatives.

D. NO IMPROPER INFLUENCE

The Respondents shall not in any way attempt to influence any member of the Board or any District employee. The District reserves the right to reject the Proposal of any party that violates this provision or appears to violate this provision.

EXHIBIT "A"
SITE LOCATIONS / AERIAL PHOTOS

15 Stearman Street, Camarillo

(APN: 230-0-030-115)



280 Skyway Drive, Camarillo

(APN: 230-0-030-105)



330 Skyway Drive, Camarillo

(APN: 230-0-030-105)



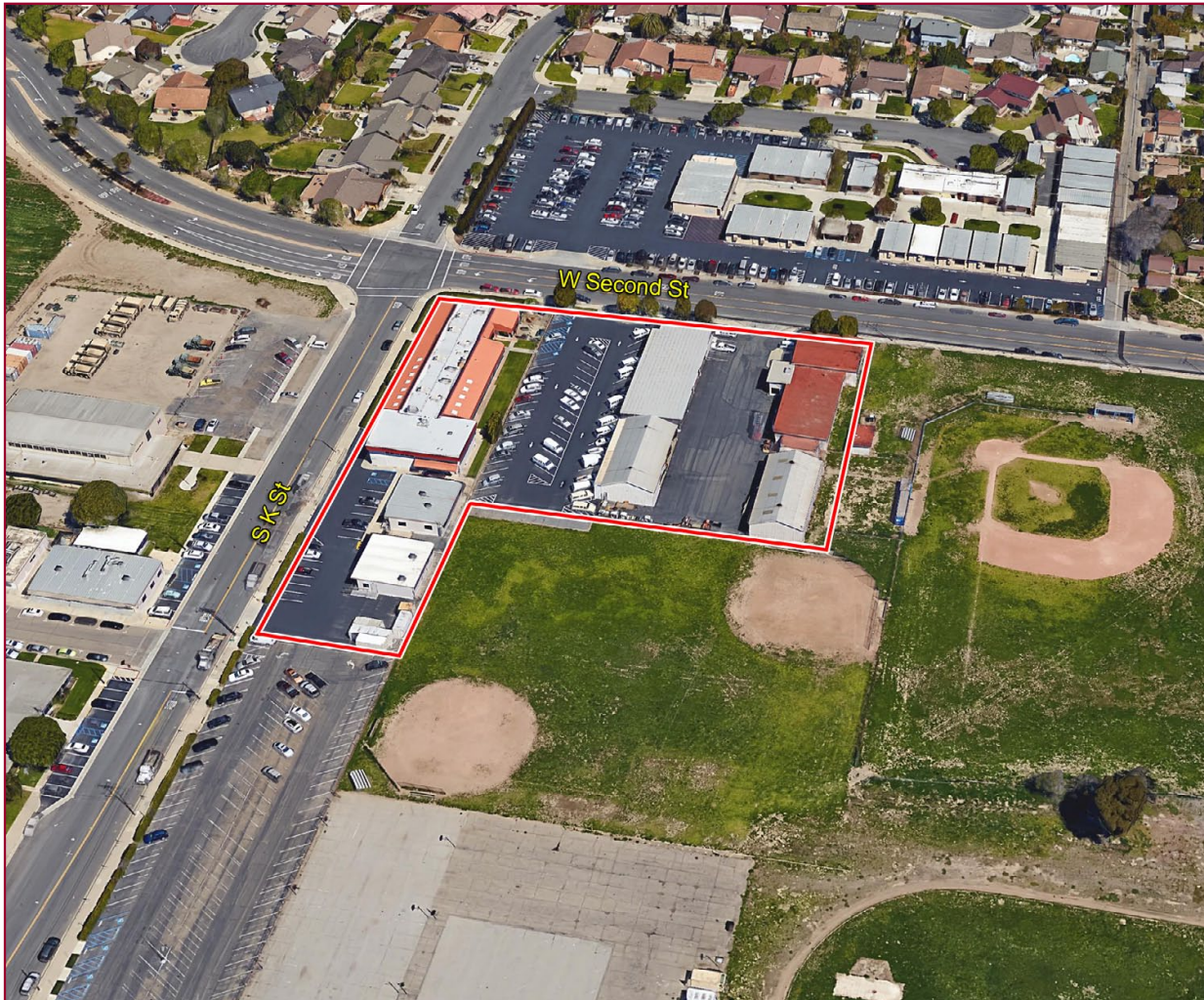
4235 Mar Vista Drive, County of Ventura

(APN: 156-0-180-385)



220 South K Street, Oxnard

(APN: 202-0-010-740)



309-315 South K Street, Oxnard

(APN: 202-0-010-630)



527 Hueneme Road, Oxnard

(APN: 222-0-082-625)



3400 W Gonzales Road, County of Ventura

(APN: 183-0-030-180)



1101 W 2nd Street, Oxnard

(APN: 202-0-233-355)



EXHIBIT "B-1"

PURCHASE - RESPONDENT RESPONSE FORM

EXHIBIT B-1
PURCHASE
RESPONDENT PROPOSAL FORM

Proposal for Oxnard Union High School District:

Property Address: _____

APN: _____

Instructions

All Respondents shall complete this Proposal Form. In addition, Respondents shall attach all requested documents (*e.g.*, the Respondent's proposed purchase terms, the Respondent's proposed business plan, and the Respondent's Statement of Qualifications). Respondents may include additional attachments to provide further and/or clarifying information. Respondents must provide **seven (7) copies and a USB Flash Drive** of the complete Proposal packet to the District by the deadline set forth in the RFP.

NOTE: Incomplete Proposals and Proposals received after the deadline set forth in the RFP shall be rejected as non-compliant.

1. Name, address, and phone number of Respondent. _____

2. Description of Respondent's organization:

- ☐ Sole Ownership
- ☐ Partnership
- ☐ Limited Partnership
- ☐ Limited Liability Company
- ☐ Corporation
- ☐ Government Agency
- ☐ Non-Profit Corporation
- ☐ Other _____ (Describe.)

3. EIN or Social Security Number of Respondent. _____

4. Please attach Respondent's Proposal, with all the information requested in Section IV(C)(1) of the RFP, pertaining to purchase terms, and all the information requested in Section V(B)(3) of the RFP, pertaining to proposed development plan. All price and terms shall be incorporated into a final Purchase and Sale Agreement (the "PSA").

5. Please attach Respondent's Statement of Qualifications, with the information and documentation requested in Section V(B)(4) of the RFP.

6. Title/Escrow Company requested: _____

7. Type of title policy requested: _____. (If ALTA policy requested, any costs of surveys shall be the Respondent's responsibility.)

8. Submit a good-faith non-refundable deposit of Twenty-Five Thousand Dollars (\$25,000.00) (the "Initial Deposit"), in the form of a cashier's check, payable to District. (Please enclose.)

SPECIAL NOTICES TO RESPONDENT REGARDING THE DEPOSITS.

Respondent, in executing and submitting the Proposal to the District, acknowledges and accepts the following terms and conditions regarding the deposits, pursuant to Section IV(D)(6) of the RFP:

- a. The Initial Deposit of Twenty-Five Thousand Dollars (\$25,000.00) that accompanies submittal of the Proposal shall be non-refundable but applicable to the purchase price, as set forth in paragraph e, below. _____ (Initial)
 - b. Within forty-eight (48) hours of acceptance of its Proposal, the successful Respondent shall deliver to the District an additional sum of Ten Thousand Dollars (\$10,000.00) (the "Additional Deposit"), in the form of a cashier's check, said sum to be non-refundable but applicable to the purchase price, as set forth in paragraph e, below. _____ (Initial)
 - c. At the end of the Due Diligence Period, an additional deposit of Fifty Thousand Dollars (\$50,000.00) (the "Due Diligence Deposit") in the form of a cashier's check shall be delivered to the escrow holder, said sum to be non-refundable but applicable to the purchase price, as set forth in paragraph e, below. _____ (Initial)
 - d. The District reserves the right to require installment payments ("Installment Payments"), particularly for long-term escrows. _____ (Initial)
 - e. In accordance with Section IV(D)(6) of the RFP, all of the deposits and any installment payments described in paragraphs a through d hereof shall be credited to the purchase price at the close of escrow and shall be considered non-refundable, except as provided herein. The District shall refund the Initial Deposit and the Additional Deposit if the Respondent discovers a physical defect existing on the Property or a defect in the title to the Property during the due diligence period; provided however that the Respondent shall timely notify the District in writing of such defect and the District shall have **sixty (60) days** to correct such defect prior to considering a refund of the Initial Deposit and Additional Deposit. Subsequent to the expiration of the due diligence period, the Initial Deposit, Additional Deposit, Due Diligence Deposit, and any Installment Payments shall be refunded to the Respondent only in the event the District is unable to deliver title to the Property at the close of escrow as evidenced by a policy of title insurance. _____ (Initial)
9. The undersigned, as Respondent, does hereby declare and certify the following:
- a. Respondent has examined the Property as identified in the RFP.
 - b. Respondent has examined the RFP and all referenced documents.
 - c. The minimum price for the Property is set forth in Table 1 of this RFP.
 - d. After receiving and considering written Proposals, the Board of Trustees ("Board") shall call for oral bids. Oral bids must conform to the terms and conditions of the RFP, and must exceed the prior bids as instructed by the Board. Oral bids shall be reduced to writing, signed by the oral bidder, and submitted to the Board.

- e. The award of the Proposal will be made to the highest responsible and responsive Respondent.
- f. If awarded the bid, Respondent shall enter into the purchase and sale agreement ("PSA") with the District for the sale of the Site in an "AS IS" condition.
- g. Respondent shall be bound by the deposit requirements specified herein.
- h. Respondent acknowledges that any protest to the award or processing of Proposals must be submitted in writing to the District, Attention: Jeffrey Weinstein, Assistant Superintendent of Business Services, within five (5) calendar days of the award of the Proposal to the successful Respondent by the Board. Such protests will be considered by District staff who will respond in writing to the protester with the District's determination. If the District's determination is unacceptable to the protester, the protester shall have the opportunity to be on the agenda of the next available meeting of the Board provided that the protester notifies the District staff who responded to the protest of such request within five (5) calendar days of receipt of the District's determination. At the Board meeting, the protester shall have an opportunity to provide written and oral arguments to the Board. The Board shall make a decision on the validity of the protest within twenty (20) days following such meeting and shall provide the protester with a written copy of such decision. The decision of the Board regarding the validity of the protest shall be final.
- i. Respondent acknowledges that, if awarded the bid, the District and Respondent shall execute a PSA within twenty-one (21) days of the Board's final acceptance of Respondent's Proposal. At the discretion of the Board, failure to execute a PSA within twenty-one (21) days shall be deemed a termination of the Board's acceptance of Respondent's Proposal. Upon execution of a PSA, escrow shall open immediately and the transaction shall close in accordance with the timeline contained in the PSA.
- j. Respondent acknowledges that the purchaser shall bear all costs associated with the recording fees, documentary and transfer taxes, title insurance premiums, other escrow costs and other costs as specified in the RFP.
- k. Respondent has read, understands, and agrees to be bound by the indemnification provisions set forth in Section VII of the RFP. _____ (Initial)
- l. Respondent has examined any and all Addenda (if any) issued during the Proposal period and is thoroughly familiar with all contents thereof and acknowledges receipt of the following Addenda: (Respondent to list all Addenda.)

ADDENDUM NO. _____	DATE RECEIVED: _____
ADDENDUM NO. _____	DATE RECEIVED: _____
ADDENDUM NO. _____	DATE RECEIVED: _____

10. Price Prior to Oral Bids: Respondent hereby proposes the following purchase price with respect to the Property:

IN WORDS: _____
 IN FIGURES: \$ _____

NOTE: In the event of a conflict between the bid amount in figures and the bid amount in words, the bid amount in words shall govern.

ALL RESPONDENTS ARE ADVISED THAT, IN ACCORDANCE WITH EDUCATION CODE SECTION 17476, OXNARD UNION HIGH SCHOOL DISTRICT BOARD OF TRUSTEES RESERVES THE RIGHT TO REJECT ANY AND ALL PROPOSALS AND ORAL BIDS.

PROPOSAL SUBMITTED BY:

Company Name

Signature of Respondent or Authorized Agent

Typed/Printed Name and Title

Address and Phone Number

Signature of Additional Respondent or Additional Authorized Agent, if applicable

Typed/Printed Name and Title

Address and Phone Number

If Respondent is a corporation, the legal name of the corporation shall be set forth above together with the signature of the authorized officers or agents, and the document shall bear the corporate seal. If Respondent is a partnership, the true name of the firm shall be set forth above, together with the signature of the partner or partners authorized to sign contracts on behalf of the partnership. If Respondent is an individual, his or her signature shall be placed above.

EXHIBIT "B-2"

EXCHANGE - RESPONDENT RESPONSE FORM

EXHIBIT B-2

EXCHANGE ONLY

RESPONDENT PROPOSAL FORM

Proposal for Oxnard Union High School District:

Property Address: _____

APN: _____

Instructions

All Respondents shall complete this Proposal Form. In addition, Respondents shall attach all requested documents (e.g., the Respondent's proposed exchange terms, the Respondent's proposed business plan, and the Respondent's Statement of Qualifications). Respondents may include additional attachments to provide further and/or clarifying information. Respondents must provide **seven (7) copies and a USB Flash Drive** of the complete Proposal packet to the District by the deadline set forth in the RFP.

NOTE: Incomplete Proposals and Proposals received after the deadline set forth in the RFP shall be rejected as non-compliant.

1. Name, address, and phone number of Respondent. _____

2. Description of ownership and vesting:

- ☐ Sole Ownership
- ☐ Partnership
- ☐ Limited Partnership
- ☐ Limited Liability Company
- ☐ Corporation
- ☐ Government Agency
- ☐ Non-Profit Corporation
- ☐ Other _____ (Describe.)

Vesting information: _____

3. EIN or Social Security Number of Respondent. _____

4. Please attach Respondent's Proposal, with all the information requested in Section IV(C)(2) of the RFP, pertaining to exchange terms, including a representative exchange agreement, and all the information requested in Section V(B)(3) of the RFP, pertaining to proposed development plan. Respondents must include a title report and appraisal, both dated within two (2) months of the Proposal, for any property they wish to exchange. All terms shall be incorporated into a final exchange agreement (the "Exchange Agreement").

5. Please attach Respondent's Statement of Qualifications, with the information and documentation requested in Section V(B)(4) of the RFP.

6. Title/Escrow Company requested: _____

7. Type of title policy requested: _____. (If ALTA policy requested, any costs of surveys shall be the Respondent's responsibility.)

8. Submit a good-faith non-refundable deposit of Twenty-Five Thousand Dollars (\$25,000.00) (the "Initial Deposit"), in the form of a cashier's check payable to District. (Please enclose.)

SPECIAL NOTICES TO RESPONDENT REGARDING THE DEPOSITS.

Respondent, in executing and submitting the Proposal to the District, acknowledges and accepts the following terms and conditions regarding the deposits, pursuant to Section IV(D)(6) of the RFP:

- a. The Initial Deposit of Twenty-Five Thousand Dollars (\$25,000.00) that accompanies submittal of the Proposal shall be non-refundable but applicable to the exchange value, as set forth in paragraph e, below. _____ (Initial)
 - b. Within forty-eight (48) hours of acceptance of its Proposal, the successful Respondent shall deliver to the District an additional sum of Ten Thousand Dollars (\$10,000.00) (the "Additional Deposit") in the form of a cashier's check, said sum to be non-refundable but applicable to the exchange value, as set forth in paragraph e below. _____ (Initial)
 - c. At the end of the Due Diligence Period, an additional deposit of Fifty Thousand Dollars (\$50,000.00) (the "Due Diligence Deposit"), in the form of a cashier's check, shall be delivered to the escrow holder, said sum to be non-refundable but applicable to the exchange value, as set forth in paragraph e, below. _____ (Initial)
 - d. The District reserves the right to require installment payments ("Installment Payments"), particularly for long-term escrows. _____ (Initial)
 - e. In accordance with Section IV(D)(6) of the RFP, all of the Deposits and any Installment Payments described in paragraphs a through d hereof shall be credited to the exchange value at the close of escrow and shall be considered non-refundable, except as provided herein. The District shall refund the Initial Deposit and the Additional Deposit if the Respondent discovers a physical defect existing on the Property or a defect in the title to the Property during the due diligence period; provided however that the Respondent shall timely notify the District in writing of such defect and the District shall have **sixty (60) days** to correct such defect prior to considering a refund of the Initial Deposit and Additional Deposit. Subsequent to the expiration of the due diligence period, the Initial Deposit, Additional Deposit, Due Diligence Deposit, and any Installment Payments shall be refunded to the Respondent only in the event the District is unable to deliver title to the Property at the close of escrow as evidenced by a policy of title insurance. _____ (Initial)
9. The undersigned, as Respondent, does hereby declare and certify the following:
- a. Respondent has examined the Property as identified in the RFP.
 - b. Respondent has examined the RFP and all referenced documents.
 - c. The minimum price for the Property is set forth in Table 1 of this RFP.
 - d. After receiving and considering written Proposals, the Board of Trustees ("Board") shall call for oral bids. Oral bids must conform to the terms and conditions of the RFP, and must exceed the prior bids as instructed by the Board. Oral bids shall be reduced to writing, signed by the oral bidder, and submitted to the Board.
 - e. The award of the Proposal will be made to the highest responsible and responsive Respondent.

- f. If awarded the bid, Respondent shall enter into the Exchange Agreement with the District for the exchange of the Property in an "AS IS" condition.
- g. Respondent acknowledges that any protest to the award or processing of Proposals must be submitted in writing to the District, Attention: Jeffrey Weinstein, Assistant Superintendent of Business Services, within five (5) calendar days of the award of the Proposal to the successful Respondent by the Board. Such protests will be considered by District staff who will respond in writing to the protester with the District's determination. If the District's determination is unacceptable to the protester, the protester shall have the opportunity to be on the agenda of the next available meeting of the Board provided that the protester notifies the District staff who responded to the protest of such request within five (5) calendar days of receipt of the District's determination. At the Board meeting, the protester shall have an opportunity to provide written and oral arguments to the Board. The Board shall make a decision on the validity of the protest within twenty (20) days following such meeting and shall provide the protester with a written copy of such decision. The decision of the Board regarding the validity of the protest shall be final.
- h. Respondent acknowledges that, if awarded the bid, the District and Respondent shall execute an Exchange Agreement within twenty-one (21) days of the Board's final acceptance of Respondent's Proposal. At the discretion of the Board, failure to execute an Exchange Agreement within twenty-one (21) days shall be deemed a termination of the Board's acceptance of Respondent's Proposal. Upon execution of an Exchange Agreement, escrow shall open immediately and the transaction shall close in accordance with the timeline contained in the Exchange Agreement.
- i. Respondent acknowledges that it shall bear all costs associated with the recording fees, documentary and transfer taxes, title insurance premiums, other escrow costs and other costs as specified in the RFP.
- j. Respondent has read, understands, and agrees to be bound by the indemnification provisions set forth in Section VII of the RFP. _____ (Initial)
- k. Respondent has examined any and all Addenda (if any) issued during the Proposal period and is thoroughly familiar with all contents thereof and acknowledges receipt of the following Addenda: (Respondent to list all Addenda.)

ADDENDUM NO. _____	DATE RECEIVED: _____
ADDENDUM NO. _____	DATE RECEIVED: _____
ADDENDUM NO. _____	DATE RECEIVED: _____

10. Price Prior to Oral Bids: Respondent hereby proposes the following cash value with respect to the exchange of the Property:

IN WORDS: _____

IN FIGURES: \$ _____

NOTE: In the event of a conflict between the bid amount in figures and the bid amount in words, the bid amount in words shall govern.

ALL RESPONDENTS ARE ADVISED THAT IN ACCORDANCE WITH EDUCATION CODE SECTION 17476, OXNARD UNION HIGH SCHOOL DISTRICT'S BOARD OF TRUSTEES RESERVES THE RIGHT TO REJECT ANY AND ALL PROPOSALS AND ORAL BIDS.

PROPOSAL SUBMITTED BY:

Company Name

Signature of Respondent or Authorized Agent

Typed/Printed Name and Title

Address and Phone Number

Signature of Additional Respondent or Additional Authorized Agent, if applicable

Typed/Printed Name and Title

Address and Phone Number

If Respondent is a corporation, the legal name of the corporation shall be set forth above together with the signature of the authorized officers or agents, and the document shall bear the corporate seal. If Respondent is a partnership, the true name of the firm shall be set forth above, together with the signature of the partner or partners authorized to sign contracts on behalf of the partnership. If Respondent is an individual, his or her signature shall be placed above.

EXHIBIT "B-3"

LEASE ONLY- RESPONDENT RESPONSE FORM

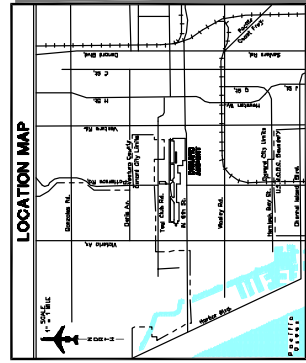
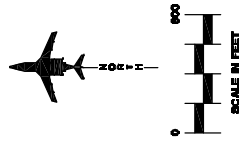
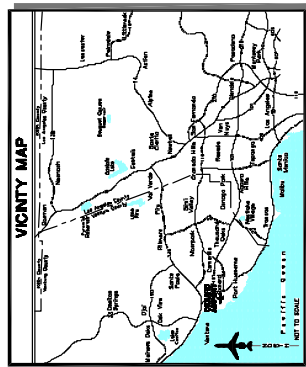
(TO BE SUBMITTED BY LESSEE RESPONDENT)

EXHIBIT “C”

K-STREET PROPERTIES

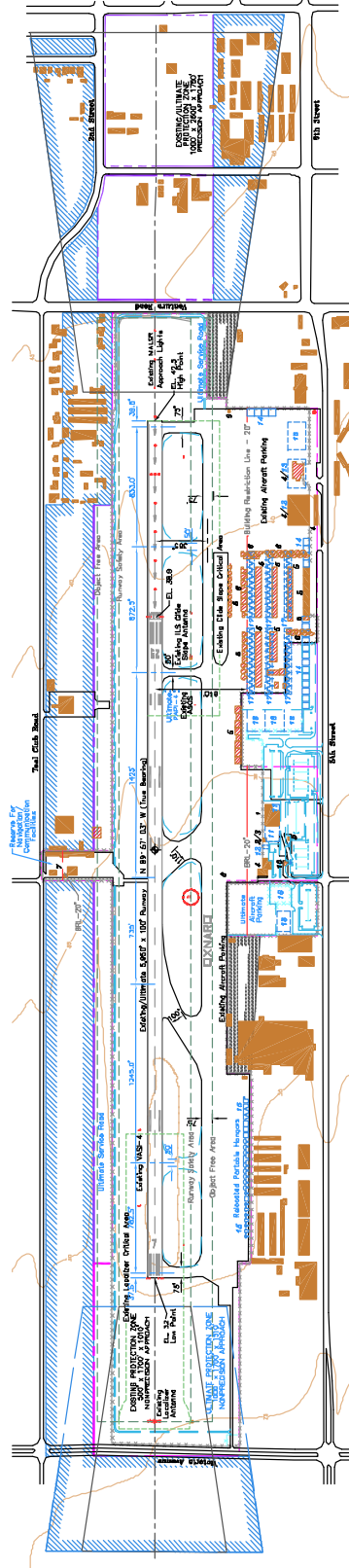
**OXNARD AIRPORT &
RUNWAY PROTECTION ZONE DOCUMENTS**

Exhibit C includes potentially relevant documents to assist prospective bidders relative to their evaluation of the proximity of the K-Street Properties to the Oxnard Airport, and potential use restrictions stemming therefrom. The provision of this documentation shall not substitute for the successful bidder’s independent evaluation of allowable uses on the K-Street Properties. The District provides these for informational purposes only, and makes no independent representations with respect to their accuracy, as these documents were not prepared by the District. It is the District’s understanding that the K-Street Properties are, in whole or in part, located within the Runway Protection Zone (RPZ) of the Oxnard Airport, and that such status will limit the potential development of the K-Street Properties. Bidders desiring additional information are encouraged to contact the Oxnard Airport Authority or Jorge Rubio, Acting Director of Airports for the County of Ventura. Mr. Rubio may be reached at (805) 388-4201 or at jorge.rubio@ventura.org.



EXTRACTED	ULTIMATE	DESCRIPTION
1	1	ANALYZING INSTRUMENT
2	2	ARMED PROPERTY UNIT
3	3	ARMED PROPERTY UNIT
4	4	ARMED PROPERTY UNIT
5	5	ARMED PROPERTY UNIT
6	6	ARMED PROPERTY UNIT
7	7	ARMED PROPERTY UNIT
8	8	ARMED PROPERTY UNIT
9	9	ARMED PROPERTY UNIT
10	10	ARMED PROPERTY UNIT
11	11	ARMED PROPERTY UNIT
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BUILDINGS/FACILITIES		REMARKS
BRIDGING	ULTIMATE	
1	11	1-1000 TON CRANE
2	12	1-1000 TON CRANE
3	13	1-1000 TON CRANE
4	14	1-1000 TON CRANE
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Source: Coffman Associates 1996, p. 8-12.

FAA Airport Division – Runway Protection Zones

550 - Runway Protection Zones

Overview

Runway protection zones are a trapezoidal area “off the end of the runway end that serves to enhance the protection of people and property on the ground” in the event an aircraft lands or crashes beyond the runway end. Runway Protection Zones underlie a portion of the approach closest to the airport.

Many people have confused the RPZ with the need for Object Free Areas (OFA), Obstacle Free Zones (OFZ), Object clearing criteria, and Part 77 requirements. Each of these serves distinct purposes and are not all coincident.

While the RPZ also has limitations on obstructions (because it lies below the approach surface and because it includes safety areas and obstacle free areas), the primary purpose of the RPZ is the protection of people and property on the ground.

Airport Property and the RPZ

Under FAA design criteria (which applies to all obligated airports), the airport must own the landing area.

Secondly the airport owner must have sufficient interest in the Runway Protection Zones to protect the Runway Protection Zones from **both** obstructions and incompatible land use.

Finally the airport owner must strive to attain compatible zoning around the airport in order to prevent incompatible land uses that:

- Could cause sufficient conflict that endangers the airport
- Cause it to be closed or
- Require substantial remedial investment to purchase conflicting developed property.

Sponsor may attain sufficient interest in the Runway Protection Zones in three primary ways.

- (1) The first and the preferred method is for the airport to purchase the approach areas in fee. Ownership in fee is preferred because it provides maximum control for the airport.
- (2) The second is through purchase of an easement (or a combination of easement and zoning).
- (3) The third alternative is to rely upon adequate zoning which should be enacted even if fee or easement ownership is in place.

FAA Advisory Circular 150/5300-13 states this ownership policy as follows:

“All ... existing and planned airport elements including the following should be on airport property. (A) Object Free areas, (B) **Runway Protection Zones** (C) Areas under ...Part 77 ... imaginary surfaces out where the surfaces obtain a height of at least 35 feet above the primary surface; and (d) Areas, other than those which can be adequately controlled by zoning, easements, or other means to mitigate potential incompatible uses...Such control includes clearing RPZ areas (and maintaining them clear) of incompatible uses and activities.”

Through experience we have learned that it is usually less expensive in the long run to acquire the RPZ in fee rather than acquiring an easement. This is because an easement must be very restrictive in order to provide adequate control unless zoning is also very restrictive.

Compatible Land Use

Compatible land use within the RPZ is generally restricted to such land uses as agricultural, golf course, and similar uses that do not involve congregations of people or construction of buildings or other improvements that may be obstructions.

“The following land use criteria apply within the RPZ: (a) While it is desirable to clear all objects from the RPZ, some uses are permitted, provided they do not attract wildlife, are outside the Runway OFA, and do not interfere with navigational aids. Automobile parking facilities, although discouraged, may be permitted, provided the parking facilities and any associated appurtenances, in addition to meeting all of the preceding conditions, are located outside of the object free area extension. **(B) Land uses prohibited from the RPZ are: residences and places of public assembly. (Churches, schools, hospitals, office buildings, shopping centers, and other uses with similar concentrations of persons typify places of public assembly.)**”

In cases where the land is already developed and it would be too expensive to acquire the existing development, this policy is a recommendation to the landowner i.e. it is a notice to the landowner that the FAA considers such uses incompatible.

“Where it is determined to be impractical for the airport owner to acquire and plan the land uses within the entire RPZ, the RPZ land use standards have recommendation status for that portion of the RPZ not controlled by the airport owner.”

Where such land is vacant, it is rarely impractical to acquire the land in the RPZ. Even if the cost of the land seems to be prohibitive the airport owner is expected to exercise sufficient control through zoning or easements to prevent prohibited land uses.

It is FAA policy to object to incompatible land uses that are proposed for property within the RPZ whether or not the airport owns the land and such objection should be anticipated. In particular when we receive a proposal for an airspace study under Part 157 for the RPZ **we will object when that proposal conflicts with an airport planning or design standard or recommendation.**

FAA Recommendation

We recommend that Airport owners and managers review the Airport Layout Plan for conformity with the above statement. Airports that do not own the entire RPZ should consider the need to acquire such land if there is any possibility that incompatible land uses could occur within the RPZ. In particular easements should be reviewed to ensure that land uses are restricted not just obstructions. Where necessary, requests should be made to the appropriate zoning authority to rezone such land to prevent future incompatible use. Where neither zoning nor easements are adequate the RPZ should be acquired in fee. Airport layout plans should be revised if necessary to show such future land acquisition so that it is eligible under the Airport Improvement Program. An airport can acquire such land and be reimbursed at a later date from a future AIP grant, if funds become available, such land acquisition is shown on an approved ALP, and the FAA determines that such land is eligible.

RESOURCES Advisory Circulars

- **AC 150/5300-13 Airport Design**

DIVISION 19. AIRPORT HAZARD OVERLAY ZONE

SEC. 16-290. PURPOSE AND INTENT.

The purpose and intent of this section is to provide a method of evaluating the potential impacts associated with establishing land uses within the sphere of influence of the Oxnard Airport.
('64 Code, Sec. 36-5.13.1) (Ord. No. 2132)

SEC. 16-291. APPLICABILITY.

These provisions shall apply within the sphere of influence to the new development of vacant property and to modifications to commercial or institutional development involving an increase of building height over 25 feet or a 25% increase in floor area.
('64 Code, Sec. 36-5.13.2) (Ord. No. 2132)

SEC. 16-292. AIRPORT SPHERE OF INFLUENCE DEFINED.

The "sphere of influence" of the Oxnard Airport shall be defined as the area surrounding the Oxnard Airport bounded on the north by Doris Avenue, on the east by "B" Street, on the south by Wooley Road, and on the west by the Edison Canal.
('64 Code, Sec. 36-5.13.3) (Ord. No. 2132)

SEC. 16-293. REVIEW BY FEDERAL AVIATION ADMINISTRATION (FAA) REQUIRED.

- (A) (1) Prior to the filing of an application for any project within the sphere of influence, the developer shall submit the project to the FAA for review and report to determine compliance with adopted approach and departure slopes, and clear zones established for the Oxnard Airport.
- (2) The developer shall submit the FAA report to the director before a project is deemed complete.
- (B) Additional FAA review shall be required for any revisions to the project involving a change in the location or heights of buildings.
('64 Code, Sec. 36-5.13.4) (Ord. No. 2132)

SEC. 16-294. AIRCRAFT HAZARD AND LAND USE RISK ASSESSMENT REQUIRED.

- (A) The applicant for a project within the sphere of influence shall be responsible for the preparation of an aircraft hazard and land use risk assessment concerning the proposed use.
- (B) If the project requires an environmental impact report (EIR), the assessment may be included in the EIR.
- (C) If the project does not require an EIR, the assessment shall be submitted to the director prior to any environmental determination and shall be prepared by a qualified consultant subject to the approval of the director.
('64 Code, Sec. 36-5.13.5) (Ord. No. 2132)

SEC. 16-295. AIRCRAFT HAZARD AND LAND USE RISK ASSESSMENT CONTENTS.

The aircraft hazard and land use risk assessment shall address but not necessarily be limited to the following items:

- (A) Relationship of project to adopted FAA glide slopes and clear zones;
- (B) Relationship of project to adopted aircraft approach, departure, and traffic patterns;
- (C) A report of all aircraft accidents within the traffic area of the Oxnard tower up to within six months of consideration of the project by the commission;
- (D) A report on the number of operations at Oxnard Airport and violations (if available) under the authority of the Oxnard Airport control tower for the 6- to 18-month period preceding consideration by the commission; and

(E) An assessment of the level of risk posed to persons involved in the proposed land use by the potential forced landing or crash of an aircraft on the developed site.
(`64 Code, Sec. 36-5.13.6) (Ord. No. 2132)

SEC. 16-296. REVIEW BY OXNARD AIRPORT AUTHORITY.

(A) A project within the sphere of influence shall be submitted to the Oxnard Airport Authority for review and recommendation before the project is considered by the commission.

(B) The staff report and minutes of the Oxnard Airport Authority's review shall be furnished to the commission for information.

(`64 Code, Sec. 36-5.13.7) (Ord. No. 2132)

EXHIBIT “D”

**DRAFT
PURCHASE AND SALE
AGREEMENT
TABLE OF CONTENTS**

(FOR REFERENCE AND AS PREVIEW OF
DISTRICT CONTRACT TEMPLATE)

PURCHASE AND SALE AGREEMENT
AND JOINT ESCROW INSTRUCTIONS,
dated _____, 2018

BETWEEN

OXNARD UNION HIGH SCHOOL DISTRICT,
a political subdivision of the State of California
(**“Seller”**)

and

(**“Buyer”**)

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Exhibit “B”–Grant Deed

Exhibit “C”–Hazardous Substances

Exhibit “D”–Assignment and Bill of Sale

Exhibit “E”–Non-Foreign Affidavit