

CHABOT-LAS POSITAS COMMUNITY COLLEGE DISTRICT

RESOLUTION NO. 06-1314

A RESOLUTION OF THE CHABOT-LAS POSITAS COMMUNITY COLLEGE DISTRICT BOARD OF TRUSTEES PURSUANT TO EDUCATION CODE SECTION 81365 DECLARING ITS INTENTION TO SELL REAL PROPERTY COMMONLY KNOWN AS 5020 FRANKLIN DRIVE, PLEASANTON, CALIFORNIA

WHEREAS, the Chabot-Las Positas Community College District (“District”) is the owner of certain real property commonly known as 5020 Franklin Drive, Pleasanton, CA, consisting of approximately 25,000 square feet of improved interior administrative/office space (“Property”); and

WHEREAS, the Property is currently not being used by the District, and the District has determined that there are no District educational or administrative needs for the Property in the foreseeable future; and

WHEREAS, the District intends to make the Property available for sale to the public as set forth in Education Code § 81365 on the terms set forth in this Resolution; and

WHEREAS, Education Code Section 81363.5 requires that the District contact certain public agencies as required by law in order to extend offers to purchase the Property for a period of sixty (60) days from the date of written notice or publication of the availability of the Property for purchase (“Notice”); and

WHEREAS, in the event that no public agency offers to purchase the Property, or if the District and any potential public agency are unable to come to agreement on the purchase and sale of the Property, the District intends to make the Property available to the public for purchase on the terms set forth in this Resolution.

NOW, THEREFORE, be it resolved by the Board as follows:

1. The Board hereby declares its intention to sell the Property, in accordance with applicable law governing the sale of surplus property by a school district.
2. The minimum terms and conditions upon which the Board proposes to sell the Property set forth in the attached Term Sheet.
3. The Board hereby directs the Vice Chancellor of Business Services to post and publish the public notice of the availability of the Property in accordance with Education Code Section 81361 *et seq.*

Pursuant to Education Code Section 81372, the Board adopts a rule that the Vice Chancellor is delegated responsibility to open and review all sealed bids. All sealed bids must be

received by the Vice Chancellor no later than 4:00 p.m. on July 29, 2014, in the office of the Vice Chancellor of Business Services located at 7600 Dublin Blvd., Dublin, CA,

Third Floor. All sealed bids must addressed be to the attention of the Vice Chancellor and clearly identify the Property address.

5. The Board hereby establishes August 19, 2014 at 6:30 p.m. in the Board Room located at 7600 Dublin Blvd., Dublin, CA, 2013, Third Floor, as the date and time the bid or bids will be awarded, subject to the Board's right to reject all bids. The Board reserves the right to do its due diligence to ensure that any bidder is a responsible person or entity, able to fulfill the requirements of the sale. The award of any bid is expressly contingent on the District and the proposed buyer entering into a purchase and sale agreement which is satisfactory to the District and approved by the Board.

6. Pursuant to Education Code Section 81375, the Board reserves the right to reject all bids if it deems this action to be in the best public interest.

7. Notwithstanding the provisions of paragraphs 1 to 6 above, if the Board deems such action to be for the public interest, the Board may at any time withdraw the proposal to sell the Property.

8. Adoption of this resolution requires approval by a two-thirds vote of all members of the Board.

I, Secretary of the Board of Trustees of the Chabot-Las Positas Community College District, do hereby certify that the foregoing Resolution No. 06-1314 was regularly introduced and adopted by the District Board of Trustees at a duly-noticed regular meeting held on the 20th day of May, 2014, by the following roll call vote:

AYES:

NOES:

ABSENT:

ABSTENTIONS:

Secretary of the Board of Trustees
Chabot-Las Positas Community College District
State of California, County of Alameda

EXHIBIT A

TERM SHEET

This term sheet sets forth the minimum terms on which Chabot-Las Positas Community College District (the "**Seller**") will accept offers for the acquisition of the Property.

This term sheet and any offers submitted in response to this term sheet are not binding upon the Seller unless and until Seller and the selected offeror enter into a binding and enforceable purchase agreement approved by the governing body of Seller. Seller reserves the right to withdraw this term sheet at any time and to reject any and all offers.

1. **Minimum Purchase Price; Deposit; Closing.** The minimum purchase price for the Property is Five Million and 00/100 Dollars (\$5,000,000) (the "**Purchase Price**"). Within three (3) business days of the date the Seller and Buyer fully execute a purchase and sale contract (the "**Contract Date**"), Seller and Buyer will open escrow at a nationally recognized escrow and title company selected by Seller (the "**Escrow Holder**"). Upon the opening of Escrow, Buyer shall deposit with Escrow Holder the sum of One Million Two Hundred Fifty Thousand and 00/100 Dollars (\$1,250,000.00) in cash (the "**Deposit**"). The Deposit in the amount of \$50,000 shall be immediately non-refundable. The balance of the Deposit will become nonrefundable upon buyer's removal of contingencies as provided below. Close of escrow will occur within 28 days of approval, deemed approval or waiver of the Contingencies.

2. **Mandatory Seller Carryback Financing.** The Purchase Price will be financed by mandatory seller carry-back financing, evidenced by a promissory note and secured by a first deed of trust against the Property. The terms of the Seller carryback are as follows: 10 year term at 4.75% interest, monthly installment payments of principal and interest amortized over 25 years, the balance of principal and accrued but unpaid interest due in 10 years.

3. **Due Diligence Period and Contingencies.** Buyer shall have thirty (30) days from the Contract Date to remove or waive contingencies. Buyer's contingencies shall be limited to approval or waiver of the following conditions, and no other:

- Physical and environmental inspections of the Property
- Condition of title to all properties in the Property.

(the above contingencies are referred to collectively as the "**Contingencies**").

4. **Satisfaction of Conditions Precedent.** Upon satisfaction or release of the Contingencies, the Deposit shall become non-refundable and shall be applied to the Purchase Price at Closing. In the event that Buyer and Seller proceed to Closing after satisfaction or waiver of the Contingencies, and Buyer defaults at Closing, the Deposit shall be retained by Seller as liquidated damages.

5. **Environmental Warranty.** None. Buyer shall satisfy itself as to the environmental condition of the Property and Property during the due diligence period.

6. **“AS IS, WHERE IS” CONDITION.** The Property will be purchased by Buyer "AS IS, WHERE IS" condition and Seller shall not be required to make any representations and warranties as to the physical or environmental condition of the Property.

7. **Title Insurance; Closing Costs.** Buyer will pay applicable documentary transfer taxes, the cost of a CLTA standard coverage policy of title insurance and all other title and escrow fees and costs.

8. **Brokers.** Seller will pay real estate brokerage commissions in the amount of six percent (6%) of the Purchase Price. Brokers are commissions are due and payable solely from the Deposit. Brokers agree not to seek recovery of commission expect from the Deposit.

9. **Written Offer.** Offers must be in the form of a written and definitive purchase and sale agreement signed by the offeror and submitted to the Board of Trustees of the Seller for unqualified acceptance or rejection. All offers must conform to the minimum terms and conditions contained in this Term Sheet and strictly comply with the Resolution to which this Term Sheet is attached.