



**Real Estate Services
Department**

**REAL ESTATE PUBLIC AUCTION BID PACKAGE
8572 SIERRA AVENUE, FONTANA**

THURSDAY NOVEMBER 13, 2014

Contents:

- 1) Location Map
- 2) Bid Sheet
- 3) Draft Purchase and Sale Agreement

Location Map – 8572 Sierra Avenue



BID PACKAGE TO PURCHASE REAL PROPERTY

PUBLIC AUCTION DATE: November 13, 2014

The information contained in this package was obtained from sources deemed reliable, but is **NOT** guaranteed, and is furnished solely as an aid to prospective buyers.

MINIMUM BID - \$438,000

BIDDING PROCEDURES:

1. Complete the Bid Package to Purchase Real Property.
2. Enclose the completed form and the required deposit of \$43,800 by certified or cashier's check in an envelope using the address and identification at the bottom of this page. **NO CASH DEPOSIT WILL BE ACCEPTED.**
3. Make deposit payable to: **ESCROW OR COUNTY OF SAN BERNARDINO**
4. The bidder's name and mailing address should be shown on the upper left-hand corner of the envelope.
5. **ENVELOPES NOT PROPERLY MARKED, OR OPENED PRIOR TO THE SALE MAY BE DISQUALIFIED.**
6. **Send by certified mail, or hand deliver with check and Bid to Purchase Real Property to arrive not later than 5:00 p.m., November 12, 2014 to:**

County of San Bernardino
Real Estate Services Department
Attn: Jennifer Goodell
385 N. Arrowhead Avenue, 3rd Floor
San Bernardino, CA 92415-0180

OR hand deliver to bid opening not later than 10:00 a.m., November 13, 2014 at the auction to be held at:

**8572 Sierra Avenue
Fontana, CA 92335**

7. Bids must be made by a principal desiring to purchase the property or by an agent bearing a notarized authorization or power of attorney, signed by the principal, authorizing the agent to act on the principal's behalf.

8. Minor irregularities in these procedures may be waived at the sole option of the Real Estate Services Department when such irregularities are not in conflict with law.
9. Oral bids will be accepted in accordance with Government Code Section 25531 outlined on the last page of this bid package.

SEALED BID:

To be opened at 10:00 a.m.

Auction Date: November 13, 2014

File No.: 5800 2254

Location of Auction:

8572 Sierra Avenue

Fontana, CA 92335

County of San Bernardino

Real Estate Services Department (RES D)

Attn: Jennifer Goodell, Real Property Agent II

385 N. Arrowhead Ave., 3rd Floor

San Bernardino, CA 92415-0180

Direct Line: (909) 677-0477

jgoodell@res.sbcounty.gov

BID TO PURCHASE REAL PROPERTY

PROPERTY APN(s): 0191-274-33

MINIMUM BID: \$438,000

REQUIRED DEPOSIT: \$43,800 (submit with bid)

TERMS: This sale is subject to the approval of the San Bernardino County Board of Supervisors. Buyer to pay all escrow and title fees and will be required to enter into a Purchase and Sale Agreement upon acceptance of the bid. A copy of the form of the PURCHASE AND SALE AGREEMENT is available for review upon request.

BIDDING PROCEDURE

In accordance with California Government Code Section 25531, "Oral Bids", the following will apply:

"Before accepting any written proposal, the board shall call for oral bids. If, upon the call for oral bidding, any responsible person offers to purchase the property or to lease the property, as the case may be, upon the terms and conditions specified in the resolution, for a price or rental exceeding by at least five percent, the highest written proposal which is made by a responsible person, such highest oral bid shall be finally accepted."

PLEASE COMPLETE THE BID INFORMATION BELOW

Name of Bidder: _____

Buyer Vesting on Title: _____

Address: _____

Phone Number: _____

Bid Amount: \$ _____

Bidder Signature: _____

***Please submit with the required \$43,800 deposit in the form of a certified or cashier's check**

**PURCHASE AND SALE AGREEMENT AND ESCROW INSTRUCTIONS
FOR AUCTION SALES**

This PURCHASE AND SALE AGREEMENT AND ESCROW INSTRUCTIONS (the "Agreement") is dated as of _____ 2014 and is entered into by and between the County of San Bernardino, a body corporate and politic of the State of California ("COUNTY") and _____ (Highest bidder)

RECITALS

A. The COUNTY is the owner of the fee simple interest in that certain property (APN 0191-274-33) located at 8572 Sierra Avenue, in the City of Fontana consisting of a ±6,000 square foot commercial building as shown on Exhibit "A" Legal Description and referenced as (the "Property").

B. BUYER, the highest bidder, in accordance with California Government Code Section 25531, "Oral Bids", is able to acquire from the COUNTY, the property located at 8572 Sierra Avenue in Fontana (APN 0191-274-33) for the highest bid price of \$_____.

C. COUNTY has determined that the Property is surplus to its needs, and is authorized to sell all or a portion of the property to BUYER for the highest bid in accordance with California Government Code Sections 25526 and 25363.

D. COUNTY and BUYER agree that the value set by the highest bid on the Property is \$_____ and BUYER agrees the purchase of the property is **AS-IS**.

NOW, THEREFORE, in consideration of the foregoing, and the terms and conditions of this Agreement, the COUNTY and BUYER hereby agree as follows:

Section 1. Recitals. The recitals set forth above are true and correct and incorporated herein by this reference.

Section 2. Purchase and Sale of Property.

Subject to all of the terms, conditions and provisions of this Agreement and for the consideration set forth below, COUNTY hereby agrees to sell, convey and transfer to BUYER and BUYER hereby agrees to acquire all of the right, title and interest of COUNTY in and to the property.

The Property will be conveyed to BUYER when the Purchase Price is paid in full in accordance with this Agreement.

Section 3. Consideration.

As a condition to COUNTY's performance hereunder, BUYER shall pay to COUNTY total consideration in the amount of \$_____.00 ("Purchase Price") for the Property. As part of the auction for the Property, BUYER has deposited \$_____ (the "Deposit") with the COUNTY:

While held by COUNTY, the Deposit shall be held in a federally insured interest-bearing account and interest accruing thereon shall be for the account of the BUYER. In the event the transaction contemplated hereby is consummated, the Deposit plus interest

accrued thereon while in the possession of COUNTY shall be credited against BUYER's payment obligations hereunder. The Deposit shall be subject to refund to BUYER, or retention by COUNTY, on the terms and conditions of this Agreement.

Section 4. BUYER's Option of Opening of Escrow.

(a) All expenses incurred in the transfer of title, including but not limited to escrow, title policy, (if required by BUYER), documentary stamps and recording fees are to be paid by BUYER.

(b) If BUYER requests the transfer and sale of the property shall take place through escrow (the "Escrow"), such Escrow shall be administered by an escrow company ("Escrow Holder") of BUYER's choice, although, the COUNTY will request the escrow be administered by Orange Coast Title Company, 3536 Concoors, Suite 120, Ontario, CA 91764, Attn: Irene Genders (Phone: 909-987-5433) ("Escrow Holder"). The Escrow for the Property shall be deemed open ("Opening of Escrow") upon the receipt by the Escrow Holder of a copy of this Agreement executed by COUNTY and BUYER. COUNTY and BUYER shall open escrow within five (5) days after approval of this Agreement by the COUNTY's Board of Supervisors.

(c) If this Agreement or Escrow is terminated by COUNTY for any reason except the BUYER's default, COUNTY shall be solely responsible to the Escrow Holder for payment of all customary and reasonable escrow cancellation charges to the Escrow Holder without further or separate instruction to the Escrow Holder, and the parties shall each be relieved and discharged from all further responsibility or liability under this Agreement. If this Agreement or Escrow is terminated due to BUYER's default, then BUYER shall be solely responsible for the payment of the escrow cancellation costs of the Escrow Holder without further or separate instruction, and the parties shall each be relieved and discharged from all further responsibility or liability under this Agreement.

Section 5. Close of Escrow.

As used herein, "Close of Escrow" means and refers to the date on which the conditions set forth in this Agreement for the close of Escrow for the transfer of the Property have been satisfied, and the Deed is recorded by the Escrow Holder. The Property shall be transferred to BUYER at the Close of Escrow, provided that within the periods of time set forth in this Agreement: (i) BUYER has not terminated this Agreement, (ii) BUYER has accepted the Deed, and (iii) all other conditions of the Close of Escrow set forth in this Agreement have been met and BUYER has paid, or caused to be paid to the Escrow Holder all applicable escrow costs relating to such closing. The Close of Escrow shall occur on a date designated by BUYER (on advance notice to COUNTY) no later than forty-five (45) days after the Opening of Escrow.

Section 6. Escrow Instructions.

In the event BUYER elects to use an Escrow for the transfer and sale of the Property, COUNTY and BUYER each agree to execute and deliver to the Escrow Holder the customary supplemental written escrow instructions (consistent with the terms of this Agreement) of the Escrow Holder. In the event of a conflict between the additional terms of such customary supplemental escrow instructions of the Escrow Holder and the provisions of this Agreement, this Agreement shall supersede and be controlling. Upon any termination of this Agreement or cancellation of the Escrow, except as results from the default of COUNTY, BUYER shall be solely responsible for the payment of the escrow cancellation costs of the Escrow Holder.

Section 7. Conveyance of Title.

On or before the Close of Escrow, COUNTY shall deliver to the Escrow Holder the Grant Deed, in form attached hereto as Exhibit "B" (the "Deed") duly executed and acknowledge by COUNTY, the Deed shall relinquish the interests of COUNTY in the Property to BUYER. The Escrow Holder shall be instructed to record the Deed in the Official Records of San Bernardino County, California, if and when the Escrow Holder hold the funds for the COUNTY as set forth herein and can obtain for BUYER an ALTA owner's extended coverage policy of title insurance ("Title Policy") issued by _____ Title Company or a title company of BUYER's choice (the "Title Company") with liability in an amount equal to the Purchase Price together with such endorsements to the policy as may be reasonable requested by BUYER, insuring that fee title to the Property is vested in BUYER, free and clear of options, rights of first refusal or other purchase rights, leases or other possessory interests, lis pendens and monetary liens and/or encumbrances and subject only to:

- (1) non-delinquent real property taxes;
- (2) dedication of all streets abutting the Property;
- (3) such other title exceptions, if any, resulting from documents being recorded or delivered through Escrow.

Section 8. Inspections and Review.

(a) BUYER shall accept the delivery of possession of the Property (including but not limited to, subterranean structures and soil conditions), in an **"AS IS," "WHERE IS" and "SUBJECT TO ALL FAULTS" condition.** BUYER hereby acknowledges that it has relied solely upon its own investigation of the Property and its own review of such information and documentation as it deems appropriate. BUYER is not relying on any statement or representation by COUNTY, any employee, official or consultant of COUNTY relating to the condition of the Property. COUNTY makes no representations or warranties as to whether the Property presently complies with environmental laws or whether the Property contains any hazardous substance. Furthermore, to the extent that COUNTY has provided BUYER with information relating to the condition of the Property, COUNTY makes no representation or warranty with respect to the accuracy, completeness or methodology or content of such reports or information

(b) BUYER, on behalf of itself and its successors, waives and releases COUNTY and its successors and assigns from any and all costs or expenses whatsoever (including, without limitation, attorneys' fees and costs), whether direct or indirect, known or unknown, foreseen or unforeseen, arising from or relating to any of the following matters and conditions relating to the Property which exist as of the date of the applicable Close of Escrow: the physical condition of the Property or any above ground or underground improvements thereon, the condition of the soils, the suitability of the soils for the improvement of any proposed project, or any law or regulation applicable thereto.

(c) BUYER expressly waives any rights or benefits available to it with respect to the foregoing release under any provision of applicable law which generally provides that a general release does not extend to claims which the creditor does not know or suspect to exist in his or her favor at the time the release is agreed to, which, if

known to such creditor, would materially affect a settlement. By execution of this Agreement, BUYER acknowledges that it fully understands the foregoing, and with this understanding, nonetheless elects to and does assume all risk for claims known or unknown, described in this Section 8 without limiting the generality of the foregoing:

The undersigned acknowledges that it has been advised by legal counsel and is familiar with the provisions of California Civil Code Section 1542, which provides as follows:

“A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN HIS FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH IF KNOWN BY HIM, MUST HAVE MATERIALLY, AFFECTED HIS SETTLEMENT WITH THE DEBTOR.”

The undersigned, being aware of this Code section, hereby expressly waives any rights it may have thereunder, as Well as under any other statutes or Common law principles of similar effect.

Initials of BUYER: _____

(d) The provisions of this Section 8 shall survive the Close of Escrow, and shall be binding upon BUYER.

(e) COUNTY shall assist and cooperate with BUYER in endeavoring to remove title exceptions unacceptable to BUYER, but COUNTY shall have no obligation to cause such objections to be removed or to expend any sums in such endeavor, except that COUNTY shall remove all monetary liens and encumbrances created by or as a result of COUNTY's activities.

(f) COUNTY covenants not to further encumber and not to place any further liens or encumbrances on the Property, including, but no limited to, covenants, conditions, restrictions, easements, liens, options to purchase, rights of first offer options to lease, leases, tenancies, or other possessory interests.

COUNTY also covenants not to authorize others to take any action that adversely affects the physical condition of the Property or its soils to any material extent.

Section 9. Closing Costs, Possession.

(a) BUYER shall pay the premium for the ALTA extended coverage title policy, cost of the Survey and all requested ALTA survey policy endorsements, the cost of recording the Deed and any documentary or other transfer taxes payable on account of the conveyance of the Property to BUYER.

(b) BUYER shall pay 100% of the Escrow Holder's charges and fees which may be charged by the Escrow Holder in connection with the Close of Escrow.

(c) BUYER shall be entitled to exclusive possession of the Property immediately upon the Close of Escrow.

Section 10. Representations and Warranties.

(a) COUNTY hereby makes the following representations, covenants and warranties:

(1) Power and Authority. COUNTY has the legal power, right and authority to enter into this Agreement and to execute the instruments and documents referenced herein, and to consummate the transaction contemplated hereby.

(2) Requisite Action. COUNTY has taken all requisite action and obtained all requisite consents in connection with entering into this Agreement and the instruments and documents referenced herein and the consummation of the transactions contemplated hereby, and no consent of any other party is required.

(3) Enforceability of Agreement. The persons executing this Agreement and any instrument or document referenced herein for or on behalf of COUNTY have been duly authorized to so act on behalf of COUNTY and this Agreement and any such instrument or document is valid and legally binding on COUNTY and enforceable against COUNTY in accordance with their respective terms.

(4) No Litigation. There is no pending or, to the best of COUNTY's knowledge, threatened claims, action, allegations or lawsuit of any kind, whether for personal injury, property damage, property taxes, or otherwise, that could affect the Property.

(5) No Violation. Neither the execution of this Agreement or the other instruments and documents referenced herein nor the performance by COUNTY of its obligations hereunder and thereunder shall result in a breach or constitute a default under any agreement, document, instrument or other obligation to which COUNTY is a party or by which COUNTY may be bound or under law, statute, ordinance, rule, governmental regulation, state constitution, or any writ, injunction, order or decree of any court or governmental body applicable to COUNTY.

(6) Operation and Condition Pending Closing. Between the date of this Agreement and the Close of Escrow hereunder, COUNTY will continue to manage, operate and maintain the Property in the same manner as existed prior to the execution of this Agreement.

(7) Contracts. There are no contracts or agreements to which COUNTY is a party relating to the operation, maintenance, development, improvement or ownership of the Property which will survive the Close of Escrow.

All representations and warranties contained in this Section 10(a) are true and correct on the date hereof and on the Closing Date and shall survive the Close of Escrow.

(b) Warranties and Representations by BUYER. BUYER hereby makes the following representations, covenants and warranties and acknowledges that the execution of this Agreement by COUNTY has been made in material reliance by COUNTY on such covenants, representations and warranties:

(1) BUYER has the legal right, power and authority to enter into this Agreement and the instruments and documents referenced herein and to consummate the transactions contemplated hereby. The persons executing this Agreement and such other instruments as may be referenced herein on behalf of

BUYER hereby represent and warrant that such persons have the power, right and authority to bind BUYER.

(2) BUYER has taken all requisite action and obtained all requisite consents in connection with entering into this Agreement and the instruments and documents referenced herein and the consummation of the transactions contemplated hereby, and no consent of any other party is required.

(3) This Agreement is, and all instruments and documents to be executed by BUYER pursuant to this Agreement shall be, duly executed by and are or shall be valid and legally binding upon BUYER and enforceable in accordance with their respective terms.

(4) Neither the execution of this Agreement nor the consummation of the transaction contemplated hereby shall result in a breach of or constitute a default under any other agreement, document, instrument or other obligation to which BUYER is a party or by which BUYER may be bound, or under law, statute, ordinance, rule governmental regulation or any writ, injunction, order or decree of any court or governmental body applicable to BUYER.

All representations and warranties contained in this Section 1.08(b) are true and correct on the date hereof and on the Closing Date and shall survive the Close of Escrow.

Section 11. Conflict of Interest.

No member, official or employee of either party having any conflict of interest, direct or indirect, related to this Agreement and the use and development of the Property shall participate in any decision relating to the Agreement. The parties represent and warrant that they do not have knowledge of any such conflict of interest.

Section 12. Nonliability of Officials and Employees.

No officer, official or employee of COUNTY shall be personally liable to BUYER, or any successor in interest of such other party, in the event of any default or breach or for any amount which may become due hereunder, or on any obligations under the terms of this Agreement.

Section 13 Indemnification.

BUYER agrees to indemnify and hold COUNTY and its officers, employees and agents harmless from and against all damages, judgments, costs, expenses and attorney's fees arising from or related to any act or omission of BUYER in performing its obligations hereunder, including such that arise as the result of BUYER's investigations of the Property. COUNTY shall give BUYER written notice of the occurrence of a claim, litigation or other matters for which COUNTY seeks indemnity under this Section as promptly as practicable following COUNTY'S knowledge of the occurrence of such matter and COUNTY shall reasonably cooperate with BUYER in the defense of any such claim or matter and shall not take any action that would adversely affect BUYER's defense of such matter.

Section 14. Miscellaneous.

(a) This Agreement may be executed in multiple counterparts, each of which shall be deemed an original and together shall constitute one and the same agreement, with one counterpart being delivered to each party hereto.

(b) All periods of time referred to in this Agreement shall include all Saturdays, Sundays and state or national holidays, provided that if the date or last date to perform any act or give any notice with respect to this Agreement shall fall on a Saturday, Sunday or state or national holiday, such act or notice may be timely performed or given on the next succeeding day which is not a Saturday, Sunday or state or national holiday.

(c) The unenforceability, invalidity, or illegality of any provision of this Agreement shall not render the other provisions hereof unenforceable, invalid or illegal.

Section 15. Entire Agreement.

(a) This Agreement and the exhibits attached hereto constitute the entire understanding and Agreement of the parties.

(b) This Agreement integrates all of the terms and conditions mentioned herein or incidental hereto with respect to the Property.

(c) The headings to the paragraphs of this Agreement are for convenience of reference only, do not form a part of this Agreement and shall not in any way affect its interpretation.

Section 16. Board of Supervisor's Approval.

This agreement is subject to, and will have no force or effect until and unless first approved by the County of San Bernardino Board of Supervisors.

REMAINDER OF THIS PAGE LEFT BLANK INTENTIONALLY

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement
As of the dates set forth below

BUYER : _____

By: _____

Date: _____

Its _____

By: _____

Date: _____

Its _____

SELLER:

County of San Bernardino

By: _____
Janice Rutherford, Chair, Board of Supervisors

Date: _____

Laura H. Welch, Clerk of the
Board of Supervisors

Approved as to Legal Form:

Jean-Rene Basle, County Counsel
County of San Bernardino, California

By: _____
Deputy

By: _____
Robert F. Messinger, Deputy

Date: _____

Date: _____

REMAINDER OF THIS PAGE LEFT BLANK INTENTIONALLY

EXHIBIT "A"

LEGAL DESCRIPTION

Lots 28 and 29, Block 31, Fontana Townsite, as per plat recorded in Book 19 of Maps, pages 53 and 54, records of said County.

Excepting therefrom an undivided $\frac{1}{2}$ interest in and to the wall located on the north 1 foot of Lot 28, by recital in the Deed from John Nicholas Maloof, et ux., to Augustus S. Edmonds, recorded May 25, 1938 in Book 1267, page 98, Official Records. Also excepting therefrom an undivided $\frac{1}{2}$ interest in and to the wall located on the south 1 foot of Lot 29, by recital in the Deed from John Nicholas, et us., to Augustus S. Edmonds., et ux., recorded July 29, 1942 in Book 1538, page 306, Official Records.

DRAFT

EXHIBIT "B"

GRANT DEED

DRAFT