

THE BOARD OF SUPERVISORS OF THE COUNTY OF STANISLAUS
ACTION AGENDA SUMMARY

DEPT: Chief Executive Office

BOARD AGENDA # B-10

Urgent Routine

AGENDA DATE September 30, 2014

CEO Concurs with Recommendation YES NO
(Information Attached)

4/5 Vote Required YES NO

SUBJECT:

Approval of Matters Related to the Surplus Disposition of the Former Honor Farm at 8224 W. Grayson Road, East of the Community of Grayson; Award a Construction Contract to Synagro-WWT, Inc. for the Wastewater Treatment Facility Decommissioning and Closeout; Execute a Conditional Agreement for Purchase and Sale to Camp Taylor, a Non-profit Organization; Approve Establishment of the Project Budget; Authorize the County to Sign the Conditional Use Permit Application to be Submitted by Camp Taylor; and Related Actions

STAFF RECOMMENDATIONS:

1. Authorize the Project Manager to negotiate and execute the construction contract with Synagro-WWT, Inc. for the wastewater treatment facility decommissioning/ closeout project for the lump sum amount not to exceed \$425,417.
2. Authorize the Auditor-Controller to increase appropriations and revenues as outlined on the attached Budget Journal.
3. Authorize the Project Manager to issue a Notice to Proceed upon receipt of proper insurance and bonds for each of the Projects.

(Continued on Page 2)

FISCAL IMPACT:

This action will authorize the final disposition of the former Honor Farm surplus property located at 8224 West Grayson Road, Modesto which is no longer used or needed by the County. The Honor Farm was closed following completion of construction of Unit Two at the Public Safety Center funded by insurance proceeds from a fire at the Honor Farm that occurred in June 2010.

(Continued on Page 2)

BOARD ACTION AS FOLLOWS:

No. 2014-508

On motion of Supervisor O'Brien, Seconded by Supervisor Monteith, and approved by the following vote,

Ayes: Supervisors: O'Brien, Chiesa, Withrow, Monteith, and Chairman De Martini

Noes: Supervisors: None

Excused or Absent: Supervisors: None

Abstaining: Supervisor: None

1) Approved as recommended

2) Denied

3) Approved as amended

4) Other:

MOTION:

ATTEST:


CHRISTINE FERRARO TALLMAN, Clerk

File No.

Approval of Matters Related to the Surplus Disposition of the Former Honor Farm at 8224 W. Grayson Road, East of the Community of Grayson; Award a Construction Contract to Synagro-WWT, Inc. for the Wastewater Treatment Facility Decommissioning and Closeout; Execute a Conditional Agreement for Purchase and Sale to Camp Taylor, a Non-profit Organization; Approve Establishment of the Project Budget; Authorize the County to Sign the Conditional Use Permit Application to be Submitted by Camp Taylor; and Related Actions

Page 2

STAFF RECOMMENDATIONS: (Continued)

4. Approve by a 4/5 vote the sale and authorize the execution by the County of an Agreement for Purchase and Sale of the former Honor Farm property to Camp Taylor, a nonprofit public benefit corporation, conditioned on the County's completion of various maintenance and decommissioning activities.
5. Direct the staff to initiate proceedings for the abandonment of the former public right of way within Laird Park.
6. Approve the preparation and execution of those easement and access agreements necessary to accomplish the transfer in fee simple title of the Honor Farm to Camp Taylor.
7. Authorize the Project Manager to sign a Conditional Use Permit Application to be submitted to the Stanislaus County Planning Commission by Camp Taylor.
8. Authorize the Project Manager to proceed with all other necessary actions to close out and complete the County's activities at the former Honor Farm property and deliver the former Honor Farm property to Camp Taylor as long as project costs are within the Project Budget.

FISCAL IMPACT: (Continued)

The Chief Executive Office retained an independent property appraiser to establish the fair market value of the former Honor Farm property and facilities. The appraiser established a current market value of the property and facilities by comparing recent sales of comparable agricultural use properties in the region and determined that a value of \$30,000 per acre plus \$75,000 for the improvements that will remain on site upon sale was appropriate, totaling \$723,000.

On July 29, 2014, the Board of Supervisors declared the former Honor Farm located at 8224 West Grayson Road as surplus, authorized staff to set a minimum sale price of \$723,000, and authorized the Project Manager to accept offers to purchase the property on August 27, 2014, on or before 1:30 p.m.

On Wednesday, August 27, 2014, one offer to purchase was received from Camp Taylor, a California nonprofit public benefit corporation that offers free medically supervised residential camp programs helping children with heart disease and their families, for the amount of the minimum price to purchase the property set by the Board

Approval of Matters Related to the Surplus Disposition of the Former Honor Farm at 8224 W. Grayson Road, East of the Community of Grayson; Award a Construction Contract to Synagro-WWT, Inc. for the Wastewater Treatment Facility Decommissioning and Closeout; Execute a Conditional Agreement for Purchase and Sale to Camp Taylor, a Non-profit Organization; Approve Establishment of the Project Budget; Authorize the County to Sign the Conditional Use Permit Application to be Submitted by Camp Taylor; and Related Actions

Page 3

of Supervisors of \$723,000 with the required 10% deposit by Cashier's Check. A 4/5 vote of the Board of Supervisors is required to approve the sale.

Upon approval by the Board of Supervisors of the conditional Purchase and Sale Agreement, as described in more detail below, staff will open escrow and deposit Camp Taylor's 10% deposit in the amount of \$72,300 into an interest-bearing account. The remainder of the purchase price will be tendered by Camp Taylor upon completion of the conditions to sale described in more detail below. Staff recommends that the proceeds from the sale be used to support the necessary maintenance and decommissioning efforts that will be performed at the site.

On September 24, 2014, at a scheduled Board of Supervisors Capital Facilities Committee meeting, Supervisors O'Brien and Monteith unanimously acted to support the recommendations for the disposition plan recommended in this report to the full Board of Supervisors including the decommissioning of the Waste Water Facilities as well as the conditional sale of the property to Camp Taylor.

Honor Farm Waste Water Treatment Decommissioning and Closeout Activities

On April 1, 2014, the Board of Supervisors approved a professional services agreement with Blackwater Consulting Engineers, Inc. of Modesto, California to prepare necessary closure and decommissioning documentation for the Honor Farm by performing a site survey and parcel boundary adjustment, utility investigations, site condition assessment, Wastewater Treatment Facility (WWTF) plan, site engineering report and engineering master plan. The Engineering Report generated by Blackwater contained and disclosed adequate information for the County and potential purchasers of the property relating to all aspects of decommissioning and disposition.

The total estimated cost exposure for site engineering and decommissioning and closeout activities at the former Honor Farm *was previously* estimated to be \$823,021, which included \$171,276 that was previously authorized for use by the Board of Supervisors from existing appropriations in the Honor Farm Waste Water Capital Project fund for the project engineering.

Based on the one bid received, the cost of decommissioning is *now* estimated at \$842,943, a difference of \$19,922. This difference is more than fully funded by the previous approvals granted by the Board of Supervisors for funding this project and the anticipated proceeds from the sale of the property.

Overall, the cash proceeds anticipated from the sale of the property and a portion of the funds previous allocated by the Board for this project exceeds the funds needed for the

Approval of Matters Related to the Surplus Disposition of the Former Honor Farm at 8224 W. Grayson Road, East of the Community of Grayson; Award a Construction Contract to Synagro-WWT, Inc. for the Wastewater Treatment Facility Decommissioning and Closeout; Execute a Conditional Agreement for Purchase and Sale to Camp Taylor, a Non-profit Organization; Approve Establishment of the Project Budget; Authorize the County to Sign the Conditional Use Permit Application to be Submitted by Camp Taylor; and Related Actions

Page 4

decommissioning. However, to ensure adequate funding in the unlikely event that the conditional real estate transaction is not completed, sufficient funding remains within the County Budget for the decommissioning completion.

The recommended Budget Journal reflects the recommended revised project budget.

At this time, the Board of Supervisors is requested to authorize the Project Manager to finalize and execute the construction contract for the Wastewater Treatment Decommissioning and Closeout Project to Synagro-WWT, Inc. of Baltimore, Maryland for the lump sum amount not to exceed \$425,417. In addition the project budget includes \$131,250 for demolition of structures and \$115,000 for the waste regulatory activities for a total remaining need of \$671,667, which will be funded by the anticipated proceeds from the sale of the property and existing project fund balance.

As noted above, now that an purchase offer is recommended to be accepted, proceeds from the sale of the former Honor Farm property will be used to partially offset the costs of the decommissioning and closeout activities. Because the proceeds from the sale is tied to the transfer of the property which may take several months to complete, the recording of the revenue from the proceeds is anticipated to be deferred.

In the unlikely event that the sale is not completed as contemplated, the remaining funds would cover the full cost of the decommissioning. Whether or not the property is sold, the County has the full obligation to decommission and close out the Waste Water Treatment facility.

DISCUSSION:

Background

The Stanislaus County Sheriff's Honor Farm was originally constructed on the eastern edge of Laird Park on Parcel 016-026-010 shortly after the property was acquired by the County in March of 1950. The Honor Farm was expanded with the construction of housing barracks and related improvements with the acquisition of an adjacent Parcel 017-060-002 in January of 1966, and of a 0.60 acre Parcel 017-060-013 in May of 1993.

The combined properties were improved over time with up to 21 permanent and temporary structures ranging from 200 to about 7,500 square feet each, plus a self-contained Wastewater Treatment Facility, well, fire protection water storage tank, etc. with an estimated 40,000 square feet in shops, modular buildings and permanent

Approval of Matters Related to the Surplus Disposition of the Former Honor Farm at 8224 W. Grayson Road, East of the Community of Grayson; Award a Construction Contract to Synagro-WWT, Inc. for the Wastewater Treatment Facility Decommissioning and Closeout; Execute a Conditional Agreement for Purchase and Sale to Camp Taylor, a Non-profit Organization; Approve Establishment of the Project Budget; Authorize the County to Sign the Conditional Use Permit Application to be Submitted by Camp Taylor; and Related Actions

Page 5

structures. At its maximum, the Honor Farm maintained capacity for 350 inmates plus staff, and provided work programs in a minimum security, Type II detention facility.

Several factors reduced the number of inmates at the Honor Farm, including deteriorating condition of some structures, a temporary reduction in Sheriff's custodial staffing, and the increasing level of security required for persons in custody.

On June 26, 2010, a catastrophic fire destroyed the largest housing unit with 172 beds, Barracks 1 and 2.

On July 13, 2010, the Board of Supervisors authorized the Chief Executive Officer to contract for professional architectural services to assist the County in evaluating options for replacement of the lost detention capacity.

On July 17, 2012, the Board of Supervisors awarded a construction contract for the Honor Farm Jail Bed Replacement Project (now referred to as Sheriff's Unit Two.) The project was funded by proceeds of the fire insurance settlement and constructed a 192 medium security bed and programs unit at the County's Public Safety Center site at 200 East Hackett Road. On October 15, 2013, the Board of Supervisors approved the final acceptance and completion for the Honor Farm Jail Bed Replacement Facility (Minimum Security Unit No. 2). Closure of the Honor Farm at 8224 W. Grayson Road, Modesto was approved allowing detention services to be provided at two sites instead of three.

Waste Water Treatment Facility Decommissioning and Closeout Activities

Blackwater Consulting Engineers, Inc. has provided the necessary closure and decommissioning documentation for the Honor Farm by performing a site survey and parcel boundary adjustment, utility investigations, site condition assessment, Wastewater Treatment Facility (WWTF) plan, site engineering report and engineering master plan. Additionally, the Consultant has provided plans, specifications, cost estimating and construction administration services to address aspects of site demolition and/or closure of the WWTF, as applicable to closure and disposition of the property.

The former Honor Farm currently contains eighteen structures: nine permanent metal, wooden or block; and nine temporary or modular buildings. Most of the remaining structures are in adequate condition and could be potentially useful after repair. Standing structures including Barracks 3 and Barracks 4, the office administration and dining hall building, shop buildings and various modular buildings. Barracks 4 is in a dilapidated condition and requires demolition. The existing vehicle paint booth, once

Approval of Matters Related to the Surplus Disposition of the Former Honor Farm at 8224 W. Grayson Road, East of the Community of Grayson; Award a Construction Contract to Synagro-WWT, Inc. for the Wastewater Treatment Facility Decommissioning and Closeout; Execute a Conditional Agreement for Purchase and Sale to Camp Taylor, a Non-profit Organization; Approve Establishment of the Project Budget; Authorize the County to Sign the Conditional Use Permit Application to be Submitted by Camp Taylor; and Related Actions

Page 6

used by the Sheriff's Office for inmate programming purposes, will also be removed. The estimated cost of demolition and waste disposal is estimated to be \$131,250, which is included in the Project Budget. It is anticipated this work will occur by the end of 2014 or in early 2015.

Additionally, the site has an active Wastewater Treatment Facility (WWTF), a domestic water well, water well storage tank and a propane tank. The County has continuously operated the Honor Farm Wastewater Treatment Facility under a Waste Discharge Requirements Order 5-01-018 since January 2001. Over years of operation and without pond maintenance, biosolids (sludge) have accumulated in the WWTF ponds, reducing their capacity to contain wastes. Because of the WWTF's proximity to the San Joaquin River floodplain, the WWTF would not meet current permitting requirements if re-opening after closure was sought. A maintenance project to remove accumulated biosolids for drying and hauling off-site is required prior to transfer or closure of the WWTF.

On June 17, 2014, the Board of Supervisors accepted the Engineer's report and approved initiation of the Surplus and Disposition Plan for the Former Honor Farm, including authorizing the Project Manager to proceed with maintenance and decommissioning activities for the property and related actions.

Since that time, staff has completed several key actions that will ensure the maintenance projects can proceed to the construction phase.

Next Recommended Steps

- ***Approval to award a construction contract to Synagro-WWT, Inc. of Baltimore, MD for the former Honor Farm wastewater treatment facility biosolids removal maintenance and decommissioning project for the lump sum amount not to exceed \$425,417.***

On September 5, 2014, staff issued a Request for Bids for the Wastewater Treatment Facility Biosolids Removal Maintenance Project. A mandatory Pre-Bidders site walk was conducted on September 10, 2014, and on September 24, 2014, one bid was opened and received.

At this time, the Board of Supervisors is requested to approve the award of a construction contract for the Wastewater Treatment Facility Biosolids Removal Maintenance Project to Synagro, Inc. of Baltimore, MD for the lump sum amount not to exceed \$425,417.

Approval of Matters Related to the Surplus Disposition of the Former Honor Farm at 8224 W. Grayson Road, East of the Community of Grayson; Award a Construction Contract to Synagro-WWT, Inc. for the Wastewater Treatment Facility Decommissioning and Closeout; Execute a Conditional Agreement for Purchase and Sale to Camp Taylor, a Non-profit Organization; Approve Establishment of the Project Budget; Authorize the County to Sign the Conditional Use Permit Application to be Submitted by Camp Taylor; and Related Actions

Page 7

The recommended basis of award shall include the following bid items and alternates:

- Biosolids Removal and Hauling;
- Mobilization;
- Biosolids Disposal/Tipping Fee at Landfill or Compost Facility;
- Equipment Removal;
- Plug and Cap Existing Pipe;
- Clearing and Grubbing;
- Remove and Dispose of Concrete Existing Valves and Pipe;
- Remove and Dispose of Concrete Structures and Electrical Cabinet; and
- Earthwork.

The County will complete its closeout of the Wastewater Treatment Project to remove, dry and haul off accumulated biosolids from the Wastewater Treatment Facility and obtain closure of its permit from the Regional Water Quality Control Board.

The County will demolish three improvements on the site, including Barracks #4, the Guard station building, and a Paint Booth inside the Maintenance Shop building. The permit and operational responsibility for the WWTF will not be transferred to a new property owner, and the County will work to fully decommission the waste water treatment ponds, as a condition of the sale and transfer of the title of the property (testing and compliance with all Water Quality Control Board regulations for decommissioning of the WWTF).

- ***Approve by a 4/5 vote the sale and authorize the execution by the County of an Agreement for Purchase and Sale of the former Honor Farm property to Camp Taylor, a nonprofit public benefit corporation, conditioned on the County's completion of various maintenance and decommissioning activities***

This action will by a 4/5 vote approve the sale and authorize the execution by the County of an Agreement for Purchase and Sale of the former Honor Farm property to Camp Taylor.

The Board of Supervisors on July 29, 2014 declared the property as surplus pursuant to Government Code 25520, and authorized the Project Manager to sell the property and call for bids to purchase. The Board of Supervisors also set a minimum bid price of \$723,000 for the property.

Approval of Matters Related to the Surplus Disposition of the Former Honor Farm at 8224 W. Grayson Road, East of the Community of Grayson; Award a Construction Contract to Synagro-WWT, Inc. for the Wastewater Treatment Facility Decommissioning and Closeout; Execute a Conditional Agreement for Purchase and Sale to Camp Taylor, a Non-profit Organization; Approve Establishment of the Project Budget; Authorize the County to Sign the Conditional Use Permit Application to be Submitted by Camp Taylor; and Related Actions

Page 8

The Request for Offers issued on August 5, 2014 included all disclosures for the property based on the Blackwater Engineering Report and additional information provided by the County. Staff showed the property to a number of interested parties and fielded a number of calls of interest.

On Wednesday, August 27, 2014 one offer to purchase was received from Camp Taylor, a California nonprofit public benefit corporation that offers free medically supervised residential camp programs helping children with heart disease and their families, for the amount of the minimum price to purchase the property set by the Board of Supervisors of \$723,000 with the required 10% deposit by Cashier's Check. Staff recommends the Offer to Purchase be accepted and that County staff be authorized to execute the Purchase and Sale Agreement, a copy of which is attached to this agenda item as Exhibit "A". Pursuant to Government Code Section 25520 and Stanislaus County Ordinance 4.24.030, a 4/5 vote of the Board of Supervisors is required to approve the sale.

- ***Approve a Resolution for Abandonment of the former public right of way within Laird Park.***

This action will ensure the County will complete an abandonment of a public right-of-way formerly used as the alignment of Grayson Road and Shiloh Road (and included in the 21.6 acres.)

- ***Approve the preparation and execution of those easement and access agreements necessary to accomplish the transfer in fee simple of title to the Honor Farm to Camp Taylor***

An additional approximate 19.5 acres of Laird Regional Park property is currently unused by the County Parks and Recreation Department due to it being reasonably inaccessible to public recreational access as it is bounded by a Turlock Irrigation District (TID) canal and outflow pond to the North, the San Joaquin River to the South and West and the secure Honor Farm property to the East. This 19.5 acre portion of Laird Regional Park is contained within the Stanislaus County Parks Master Plan for future development.

This action will allow the County and Camp Taylor to negotiate an access agreement to the park acreage between Camp Taylor's property and the County's adjacent park property to grant the County vehicular access to the 19.5 acre peninsula portion of Laird Regional Park created by the lot line adjustment at the southern end of the Property for maintenance and fire support activities.

Approval of Matters Related to the Surplus Disposition of the Former Honor Farm at 8224 W. Grayson Road, East of the Community of Grayson; Award a Construction Contract to Synagro-WWT, Inc. for the Wastewater Treatment Facility Decommissioning and Closeout; Execute a Conditional Agreement for Purchase and Sale to Camp Taylor, a Non-profit Organization; Approve Establishment of the Project Budget; Authorize the County to Sign the Conditional Use Permit Application to be Submitted by Camp Taylor; and Related Actions

Page 9

Additionally, a lot line adjustment will be completed to redefine the former Honor Farm property (APN 017-060-002) to include a portion of adjacent Laird Regional Park parcel (APN 016-026-010) that comprises a portion of the actual constructed Honor Farm facilities (Attachment A). A third small parcel (APN 017-060-013) would also be included in the Honor Farm disposition. The proposed lot line configuration for the Honor Farm site is comprised of 21.6 acres. A grant deed comprised of a single parcel will be conveyed to Camp Taylor upon the close of escrow.

The former Honor Farm is served by utility services and domestic well water that traverse or are located within Laird Regional Park. County staff will create and record access and maintenance easements for the necessary domestic utilities to serve the former Honor Farm site with no impact to the operation of Laird Regional Park.

- ***Authorize the Project Manager to sign a Conditional Use Permit Application to be submitted to the Stanislaus County Planning Commission by Camp Taylor.***

The completion of the sale of this property will also depend on Camp Taylor obtaining a Conditional Use Permit for its intended use.

Pursuant to the offer to purchase, the former Honor Farm property, upon obtaining a Conditional Use Permit and upon close of escrow will serve as a permanent home for Camp Taylor's various camp programs, including:

- Since its inception in 2002, Camp Taylor has offered medically supervised residential camp programs helping children with heart disease and their families.
- Providing under-served population of pediatric cardiology with educational and life-improving camp programs, including: youth camps, teen camps. Heart mom retreats, sibling camp and family camp programs.

The use permit application process (CUP) will require the approval of the Stanislaus County Planning Commission. The Honor Farm property is located within the A-2 (General Agriculture) zoning district. The Honor Farm was established in its current location decades ago with construction into the 1950's prior to zoning being established and, as such, the Honor Farm is considered to be a Legal Nonconforming (LNC) use under current zoning. As an LNC use, changing the use of the facility to a different use, of equal or less intensity, may occur with approval of a use permit. The proposed reuse of the Honor Farm facility by Camp Taylor may also be permitted in the A-2 zoning

Approval of Matters Related to the Surplus Disposition of the Former Honor Farm at 8224 W. Grayson Road, East of the Community of Grayson; Award a Construction Contract to Synagro-WWT, Inc. for the Wastewater Treatment Facility Decommissioning and Closeout; Execute a Conditional Agreement for Purchase and Sale to Camp Taylor, a Non-profit Organization; Approve Establishment of the Project Budget; Authorize the County to Sign the Conditional Use Permit Application to be Submitted by Camp Taylor; and Related Actions

Page 10

district with approval of a use permit as a recreational camp without housing for permanent residents. Under either option, a use permit may only be approved if specific findings can be made. Those findings ensure that the proposed use will not be detrimental to the health, safety and general welfare of persons or property in the area or in conflict with agricultural use of other property in the vicinity. The use permit will also address development in or near a floodplain and provide an environmental review process in accordance with the California Environmental Quality Act (CEQA).

The CUP process could take approximately six months from receipt of a complete application for consideration by the Stanislaus County Planning Commission. Timing for the process may vary depending on comments received from reviewing agencies. Camp Taylor is contracting with Pires, Lipomi, Navarro Architects to develop plans and specifications for the development of the site.

Any future owner of this property will be required to seek a Conditional Use Permit if their proposed use varies from those uses permitted in the AG zone or the proposed use is more intense than the presently existing non-conforming use.

- ***Authorize the Project Manager to proceed with all other necessary actions to closeout and complete the County's activities at the former Honor Farm property and deliver the former Honor Farm property to Camp Taylor as long as project costs are within the Project Budget.***

This action will ensure all other necessary actions can be completed and the property can be delivered to Camp Taylor within the approved project budget.

Schedule

- The County will award a construction contract for the wastewater treatment decommissioning activities, including Decommissioning Report due to Regional Water Quality Control Board, anticipated to be complete in the spring of 2015.
- The demolition of Barracks 4, the Guard station building, and the Paint Booth is expected to be completed on or before January 30, 2015.
- The abandonment of the public right-of-way formerly used as the alignment of Grayson Road and Shiloh Road is expected to be completed on or before October 3, 2014.

Approval of Matters Related to the Surplus Disposition of the Former Honor Farm at 8224 W. Grayson Road, East of the Community of Grayson; Award a Construction Contract to Synagro-WWT, Inc. for the Wastewater Treatment Facility Decommissioning and Closeout; Execute a Conditional Agreement for Purchase and Sale to Camp Taylor, a Non-profit Organization; Approve Establishment of the Project Budget; Authorize the County to Sign the Conditional Use Permit Application to be Submitted by Camp Taylor; and Related Actions

Page 11

- The lot line adjustment is expected to be completed on or before November 15, 2014.
- The recording of access and maintenance easements for the necessary domestic utilities to serve the property is anticipated to be completed on or before October 3, 2014.
- The access agreement between Camp Taylor and the County to grant the County vehicular access to the 19.5 acre peninsula portion of Laird Regional Park created by the lot line adjustment is expected to be completed on or before October 3, 2014.
- The Conditional Use Permit process is expected to be completed within six months of receipt of Purchaser's completed Application, anticipated to be received in the next 30-60 days.

Summary

The recommendations presented in this report are intended to permanently end the County's use and ownership of the County owned, former Honor Farm Jail Facility near the community of Grayson. There are significant benefits to this change. The public will no longer bear any expense for a vacant public facility; the wastewater facilities and certain unsafe facilities will be closed out and removed.

Finally, the sale of this property to a new owner is an exceptional opportunity to transform this former jail site to a non-profit organization who serves children with heart disease and their families, a most unique public to private transformation.

POLICY ISSUES:

These actions support the Board of Supervisors' priority to provide Efficient Delivery of Public Services through disposition of this property asset that is no longer required for County use, elimination of the cost for on-going security and utilities, and resolution of the County's ongoing responsible for cleanup of the Wastewater Treatment Facility, Effective Partnerships and a Healthy Community as well.

STAFFING IMPACTS:

The Chief Executive Office will continue to manage the aspects of the Former Honor Farm Site and Wastewater Treatment Facility closure and decommissioning. The Planning Department will lead the effort for the development and consideration by the

Approval of Matters Related to the Surplus Disposition of the Former Honor Farm at 8224 W. Grayson Road, East of the Community of Grayson; Award a Construction Contract to Synagro-WWT, Inc. for the Wastewater Treatment Facility Decommissioning and Closeout; Execute a Conditional Agreement for Purchase and Sale to Camp Taylor, a Non-profit Organization; Approve Establishment of the Project Budget; Authorize the County to Sign the Conditional Use Permit Application to be Submitted by Camp Taylor; and Related Actions

Page 12

Stanislaus County Planning Commission of the Conditional Use Permit.as well as the permitting and other activities necessary to complete the sale of the property to Camp Taylor.

CONTACT PERSON:

Patricia Hill Thomas, Chief Operations Officer. Telephone: 209-525-6333

Database
Balance Type
Data Access Set

FMSDBPRD.CO.STANISLAUS.CA.US.PROD
Budget
County of Stanislaus

DO NOT CHANGE
DO NOT CHANGE
DO NOT CHANGE

Ledger
Budget
Category
Source
Currency
Period
Batch Name
Journal Name
Journal Description
Journal Reference
Organization
Chart Of Accounts

* List - Text County of Stanislaus
List - Text LEGAL BUDGET
* List - Text Budget - Upload
* List - Text CEO NJB
* List - Text USD
List - Text SEP-14
Text
Text JV CEO CP000280
Text HONOR FARM WASTE WATER
Text
List - Text Stanislaus Budget Org
Accounting Flexfield

DO NOT CHANGE
DO NOT CHANGE
DO NOT CHANGE

DO NOT CHANGE
ENTER AS MMM-YY (ALL CAPS FOR MMM) EX: NOV-11

DO NOT CHANGE
DO NOT CHANGE

Upl	Fund (4 char)	Org (7 char)	Account (5 char)	GL Project (7 char)	Location (6 char)	Misc. (6 char)	Other (5 char)	Debit Incr appropriations decr est revenue * Number	Credit decr appropriations Incr est revenue * Number	Line Description Text	
		2072	0061131	46000	0000000	000000	000000	00000		723000 Sale of Fixed Assets	
		2072	0061131	63000	0000000	000000	000000	00000	115000	PROF SERVICES	
		2072	0061131	63000	0000000	000000	000000	00000	131250	PROF SERVICES	
		2072	0061131	80300	0000000	000000	000000	00000	425417	STRUCT IMPROV	
Totals:									671667	723000	

Tip: This is not the end of the Template. Unprotect the sheet and insert as many rows as needed.

Explanation:

Increase anticipated revenue from the Sale Proceeds from the Honor Farm.
Increase appropriations for costs associated with the decommission of the facility.

Requesting Department		CEO	Data Entry	Auditors Office Only
Prepared by <i>[Signature]</i> 9.26.14	Supervisor's Approval <i>[Signature]</i> 9/26/2014	Keyed by	Prepared By <i>[Signature]</i> 9/26/14	Approved By <i>[Signature]</i> 9/26/14
Date	Date	Date	Date	Date

Attachment A

AGREEMENT FOR PURCHASE AND SALE OF REAL ESTATE

AND ESCROW INSTRUCTIONS

FORMER HONOR FARM PROPERTY, MODESTO CALIFORNIA

THIS AGREEMENT FOR PURCHASE AND SALE OF REAL ESTATE AND ESCROW INSTRUCTIONS (this "**Agreement**"), is entered into as of September 30, 2014 ("**Effective Date**"), by and between **COUNTY OF STANISLAUS**, a general law county ("**Seller**") and **CAMP TAYLOR, INC.**, a California nonprofit public benefit corporation ("**Purchaser**").

A. Seller owns that certain real property (the "**Property**") commonly known as the former Honor Farm property located at 8824 West Grayson Road (at the intersection with Shiloh Road), Modesto, CA 95354 ("**Property**"). The site is bordered by West Grayson Road and Turlock Irrigation District Lateral No. 2 to the north, the San Joaquin River to the south and west, and Laird Park to the west. There are three parcels that make up the Honor Farm: APN 016-026-010 is a 97 acre parcel that contains Laird Park and a portion of the Honor Farm. APN 017-060-002 is a 12.48 acre parcel which is entirely used by the Honor Farm. APN 017-060-013 is a 0.6 acre parcel located adjacent to the San Joaquin River, all as more particularly described on Exhibit "A" attached hereto and made a part hereof; and

B. Purchaser has submitted to Seller and Seller has accepted a written offer (the "**Offer**") (to which this Agreement is attached as Exhibit "C") to purchase approximately 21.6 acres of the Property, as depicted in Exhibit "B" (the "**New Parcel**"). Purchaser has also provided Seller with an earnest money deposit of Seventy Two Thousand Three Hundred Dollars (\$72,300.00) (the "**Deposit**"), representing ten percent (10%) of the total Purchase Price. Purchaser desires to purchase from Seller and Seller desires to sell to Purchaser all of Seller's right, title and interest in and to the New Parcel on the terms and conditions set forth in this Agreement and in the Request for Offers on Real Property Owned by the County of Stanislaus, including all amendments thereto ("**Request for Offers**"). In the event of a conflict between the terms of the Request for Offer and this Agreement, the terms of this Agreement shall prevail.

NOW THEREFORE, in consideration of the mutual covenants hereinafter set forth and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

ARTICLE 1 AGREEMENT TO PURCHASE AND SELL

Purchaser agrees to purchase, and Seller agrees to sell, the New Parcel at the Purchase Price and on the terms set forth herein. In furtherance thereof, Seller agrees to convey to Purchaser title to the New Parcel together with all existing privileges, rights (including mineral rights to the extent they are transferable by Seller), easements, hereditaments, and appurtenances thereto belonging; and all right, title and interest of Seller in and to any streets, alleys, passages and other rights-of-way included therein or adjacent thereto (before or after the vacation thereof) by a recordable Grant Deed substantially in form as set forth in Exhibit "C"

attached hereto ("**Grant Deed**").

**ARTICLE 2
ESCROW**

2.1. Purchase Price. The purchase price (the "**Purchase Price**") to be paid by Purchaser to Seller for the New Parcel shall be Seven Hundred Twenty Three Thousand Dollars (\$723,000.00), as indicated in the Offer.

2.2. Earnest Money Deposit: Upon full execution of the Agreement, Seller and Purchaser shall open an Escrow (as hereinafter defined) by depositing with Chicago Title Company, 1700 Standiford Ave, Modesto, CA, 95350 ("**Escrow Holder**") a fully executed original of the Agreement. The "**Opening of Escrow**" shall occur on that date when Escrow Holder receives a fully executed copy or executed counterparts of this Agreement and the Offer. Escrow Holder will notify Seller and Purchaser of such date as well as the other dates described herein that are based on the date of Opening of Escrow. Within five (5) days following Opening of Escrow, Seller shall deliver the Deposit into Escrow. The Deposit shall be the "**Earnest Money Deposit**" under this Agreement. Escrow Holder shall deposit the Earnest Money Deposit in an interest-bearing account. Except for a termination caused by a material breach of this Agreement by Seller or by the failure of any of the conditions to Purchaser's obligations to close this transaction described in Section 2.13 or due to Purchaser's inability to obtain the CUP under Section 2.15, any interest earned on the Earnest Money Deposit shall be paid to and retained by Seller. Such interest shall apply towards the Purchase Price. If this Agreement is terminated because of a material breach of this Agreement by Seller, then the Earnest Money Deposit and any interest earned thereon shall be returned to Purchaser by Seller or Escrow Holder, as appropriate. Except as provided in the immediately preceding sentence, or as provided in Sections 2.13 and 2.15 below, the Earnest Money Deposit shall be non-refundable to Purchaser. The Earnest Money Deposit shall be applied to the Purchase Price at the Closing.

2.3 PURCHASER'S DEFAULT AND LIQUIDATED DAMAGES: PURCHASER AND SELLER AGREE THAT SHOULD PURCHASER DEFAULT IN PURCHASER'S OBLIGATION TO PURCHASE THE NEW PARCEL WITHIN THE TIME AND IN THE MANNER SPECIFIED IN THIS AGREEMENT, SELLER SHALL BE RELEASED FROM ALL OBLIGATIONS AT LAW OR IN EQUITY TO CONVEY THE NEW PARCEL TO PURCHASER. PURCHASER AND SELLER AGREE THAT IT WOULD BE IMPRACTICAL OR EXTREMELY DIFFICULT TO FIX THE ACTUAL DAMAGES SUFFERED BY SELLER BECAUSE OF SUCH DEFAULT, THAT THE EARNEST MONEY DEPOSIT AND ANY INTEREST EARNED THEREON SHALL CONSTITUTE A REASONABLE ESTIMATE AND AGREED STIPULATION OF DAMAGES IN THE EVENT OF SUCH DEFAULT BY PURCHASER AND THAT SELLER SHALL HAVE NO OTHER RIGHT OR CAUSE OF ACTION AGAINST PURCHASER FOR DAMAGES OR OTHERWISE ARISING FROM SAID DEFAULT.

Seller's Initials: _____ **Purchaser's Initials:** _____

2.4 Closing Costs. Costs of Escrow shall be paid as follows:

2.4.1 By Seller. Seller will pay one-half (1/2) of customary escrow fees.

2.4.2 By Purchaser. Purchaser will pay one-half (1/2) of customary escrow fees, the cost of any escrow fees attributable to any ancillary money lender's agreement, the cost of any documentary transfer tax, and if Purchaser elects to obtain a standard coverage CLTA title insurance policy ("**Title Policy**") from party ("**Title Insurer**") that provided the Preliminary Reports under the Request for Offers and any additional title coverage or endorsements which Purchaser may desire and any document preparation costs.

No recording fees will be payable with respect to the recording of the Grant Deed, pursuant to Government Code Section 27383. Each party will be responsible for payment of its own attorneys' fees with respect to the negotiation and preparation of this Agreement.

2.5 Definition; Time. The performance by Seller and Purchaser of their respective obligations under this Agreement, delivery of the Purchase Price to Seller by Escrow Holder after recording of the Grant Deed (upon the Title Insurer's commitment to issue the Title Policy to Purchaser) and delivery of possession of the New Parcel to Purchaser shall constitute the closing of the sale (the "**Closing**" or "**Close of Escrow**"). The date of the Closing (the "**Closing Date**") shall be on or before thirty (30) days after (a) satisfaction of the conditions to Seller's obligations to close this transaction described in Section 2.12 below, (b) satisfaction of the conditions to Purchaser's obligations to close this transaction described in Section 2.13 below, and (c) Purchaser obtaining the CUP described in Section 2.15 below, unless extended in writing by the parties herein.

2.6 Real Property Taxes; Closing Prorations and Adjustments. The parties acknowledge that because of Seller's status as a public entity, the Property has not been subject to real property taxation during Seller's period of ownership. Purchaser will become liable for real property taxes and assessments with respect to the New Parcel from and after Close of Escrow, to the extent that such taxes and assessments relate to periods following Close of Escrow. All items of income or expense, if any, shall be prorated according to prevailing local custom in Stanislaus County, California. All prorations are final.

2.7 Payment of Purchase Price. The Purchase Price, less the Earnest Money Deposit (and any accrued interest) and plus or minus any adjustments, credits or prorations provided for herein, shall be paid at the Closing.

2.8 Possession. Possession of the New Parcel shall be delivered to Purchaser at the Closing.

2.9 Escrow. This sale shall be closed through Escrow Holder. This Agreement shall constitute the instructions of the parties to Escrow Holder. Payment of the Purchase Price (after giving Purchaser credit for the Earnest Money Deposit and any accrued interest) and delivery of the Grant Deed and other closing documents shall be made through the Escrow. Each party shall have the right to inspect all documents prior to or at the time of deposit in the Escrow.

2.10 Documents To Be Delivered By Seller At Closing. At the Closing, Seller shall deliver or cause to be delivered to Purchaser through the Escrow, the following, each of which shall be in form reasonably satisfactory to Purchaser:

2.10.1 A duly executed and acknowledged Grant Deed to the New Parcel in the

DRAFT

form attached hereto as Exhibit "C";

2.10.2 All other documents (if any) required to be executed and delivered by Seller; and

2.10.3 Such other instruments and documents as may be reasonably required in order to carry out the purposes of this Agreement.

2.11 Documents To Be Delivered By Purchaser At Closing. At the Closing Purchaser shall deliver through the Escrow, the following, each of which shall be in form reasonably satisfactory to Seller:

2.11.1 The Purchase Price, plus or minus adjustments, credits and prorations provided for herein;

2.11.2 A completed, Preliminary Change of Ownership Report ("PCOR") form, in customary form; and

2.11.3 Such other instruments and documents as may be reasonably required in order to carry out the purpose of this Agreement.

2.12 Conditions to Seller's Obligations. The Closing and Seller's obligations to consummate the transaction contemplated by this Agreement are subject to the satisfaction of the following conditions (or Seller's waiver thereof) which are for Seller's sole benefit, on or prior to the dates designated below for the satisfaction of such conditions, or the Closing in absence of a specified date:

2.12.1 Purchaser's Obligations. As of the Closing, Purchaser shall have timely performed all of the obligations required by the terms of this Agreement to be performed by Purchaser; and

2.12.2 Purchaser's Representations. As of the Closing, all representations and warranties made by Purchaser to Seller in this Agreement and the Offer shall be true and correct as of the Closing.

2.13 Conditions to Purchaser's Obligations. The Closing and Purchaser's obligations to consummate the transaction contemplated by this Agreement are subject to the satisfaction of the following conditions (or Purchaser's waiver thereof) which are for Purchaser's sole benefit, on or prior to the dates designated below for the satisfaction of such conditions, or the Closing in absence of a specified date:

2.13.1 Seller's Obligations. As of the Closing, Seller shall have timely performed all of the obligations required by the terms of this Agreement to be performed by Seller;

2.13.2 Seller's Representations. As of the Closing, all representations and warranties made by Seller to Purchaser in this Agreement shall be true and correct as of the Closing;

2.13.3 Lot Line Adjustment. As of the Closing, Seller shall have obtained a lot line adjustment or subdivision of the Property at Seller's expense to create the New Parcel;

2.13.4 As of the Closing, Seller shall have abandoned the public right-of-way formerly used as the alignment of Grayson Road and Shiloh Road;

2.13.5 As of the Closing, Seller shall have abandoned the easement in favor of Seller for public highway and incidental purposes, recorded August 14, 1877 in Book 16 of Deeds, Page 495 of the Official Records of Stanislaus County (recorded against the Laird Park property, APN 016-026-010);

2.13.6 As of the Closing, Seller shall have abandoned the easement in favor of Seller for public access and incidental purposes, recorded October 19, 1965 in Book 2062, Page 636 of the Official Records of Stanislaus County (recorded against the Laird Park property, APN 016-026-010);

2.13.7 As of the Closing, Seller shall have completed the decommissioning of the Wastewater Treatment Facility, including removal of sludge and other biosolids, as more fully described in Section 4 of the June 2014 Engineering Report produced for Seller by Blackwater Consulting Engineers, Inc. that was attached to the Request for Offers ("**Blackwater Report**"). Seller shall provide to Purchaser or its designee copies of results and analyses of any soil and water tests conducted during such decommissioning, and such further documentation that may be provided to Seller by its decommissioning contractor and by the Regional Water Quality Control Board upon the completion of decommissioning. Should the Regional Water Quality Control Board require any monitoring of or further closeout activities related to the Property beyond the decommissioning process described in the Request for Offers documentation: (1) Seller and Purchaser agree not to delay the Closing to accomplish the final monitoring and/or closeout activities; (2) Seller agrees to undertake such additional monitoring and/or closeout activities; and (3) Purchaser agrees to cooperate in the performance of such monitoring and/or closeout activities and to allow Seller whatever access to the New Parcel is necessary to perform such additional monitoring and/or closeout activities; and

2.13.8 As of the Closing, Seller shall have completed the demolition of improvements on the Property known as Barracks #4, the guard station building, and the paint booth inside the maintenance shop building, as more fully described as Existing Structures "L", "J" and "E", respectively, on p. 33 of the Blackwater Report.

2.14 Electronic Signatures. Escrow Holder is authorized to accept electronically signed documents; provided, however, that any documents recorded (such as the Grant Deed) must bear original signatures and notarizations. Escrow Holder will notify Seller and Purchaser regarding any other documents as to which it may require original signatures.

2.15 Conditional Use Permit. Within sixty (60) days of execution of this Agreement, Purchaser shall submit an Application for a Conditional Use Permit ("Application") to the County's Planning Department. Such Application shall seek to allow the operation of a recreational camp and related uses by Purchaser. Purchaser shall promptly comply with all requests for additional information in connection with such Application and shall attend any and all necessary hearings and perform such other acts and provide such other documentation as

may be required in the Application process. If Purchaser's Application for a Conditional Use Permit is not granted, after exhaustion of any administrative appeal process desired by Purchaser, then the Parties hereto agree that this Agreement for Purchase and Sale shall terminate by its own terms and without the fault of either party. In such a case, Purchaser's Earnest Money Deposit (and any accrued interest) shall be returned to Purchaser.

**ARTICLE 3
REPRESENTATIONS AND WARRANTIES**

3.1 Seller's Representations and Warranties. Seller is selling the New Parcel "AS-IS" with all faults, but represents and warrants to Purchaser as follows:

3.1.1 **Authority.** Seller has full power and authority to sell, convey and transfer the New Parcel as provided for in this Agreement and this Agreement is binding and enforceable against Seller.

3.1.2 **Hazardous Materials.** Except as expressly set forth in the documentation that accompanied Seller's Request for Offers, to Seller's actual knowledge, Seller has not caused any Hazardous Materials to be placed or disposed of on or at the Property or any part thereof in any manner or quantity that would constitute a violation of any Environmental Laws, nor has Seller received any written notices that the Property is in violation of any Environmental Laws. As used herein, (a) the term "Hazardous Materials" shall mean any hazardous, toxic or dangerous substance, material, waste, gas or particulate matter which is defined as such for purposes of regulation by any local government authority, the State of California, or the United States Government, including, but not limited to, any material or substance which is (i) defined as a "hazardous waste," "hazardous material," "hazardous substance," "extremely hazardous waste," or "restricted hazardous waste" under any provision of California law, (ii) petroleum, (iii) asbestos, (iv) polychlorinated biphenyl, (v) radioactive material, (vi) designated as a "hazardous substance" pursuant to Section 311 of the Clean Water Act, 33 U.S.C. Sec. 1251 et seq. (33 U.S.C. Sec. 1317), (vii) defined as a "hazardous waste" pursuant to Section 1004 of the Resource Conservation and Recovery Act, 42 U.S.C. Sec. 6901 et seq. (42 U.S.C. Sec. 6903), or (viii) defined as a "hazardous substance" pursuant to Section 101 of the Comprehensive Environmental Response, Compensation, and Liability Act, 42 U.S.C. Sec. 9601 et seq. (42 U.S.C. Sec. 9601); and (b) the term "Environmental Laws" shall mean all statutes specifically described in the definition of "Hazardous Materials" and all other federal, state or local laws, regulations or orders relating to or imposing liability or standards of conduct concerning any Hazardous Materials. For purposes of this and the following Section, "Seller's actual knowledge" shall mean and be limited to the actual (and not imputed, implied or constructive) current knowledge of the County and the Offer Agency obtained by having received written notice of the fact or matter at issue.

3.1.3 **Miscellaneous.** To Seller's actual knowledge, (a) there are no violations of any laws or regulations applicable to the New Parcel, and (b) there are not pending any special assessments or condemnation actions or other legal actions with respect to the New Parcel. Seller shall not permit any encumbrances to be recorded against title to the New Parcel other than those reflected in the Preliminary Reports provided by Seller as part of the Request for Offers.

3.2 Purchaser's Representations and Warranties. Except as expressly set forth in this Agreement, Purchaser is relying upon no warranties, express or implied, oral or written, from Seller regarding the Property and, upon Close of Escrow, Purchaser will have accepted the New Parcel as-is, with all faults. Purchaser represents and warrants to Seller as follows:

3.2.1. Agreements. Neither the execution and delivery of this Agreement by Purchaser nor the consummation of the transactions contemplated hereby will result in any breach or violation of or default under any judgment, decree, order, mortgage, lease, agreement, indenture or other instrument to which Purchaser is a party.

3.2.2 Authority. Purchaser has full power and authority to execute this Agreement and purchase the Property as provided for in this Agreement and this Agreement is binding and enforceable against Purchaser.

3.2.3 As-Is Acquisition. PURCHASER ACKNOWLEDGES AND AGREES THAT, EXCEPT AS OTHERWISE SPECIFICALLY PROVIDED HEREIN OR IN THE REQUEST FOR OFFERS, SELLER HAS NOT MADE, DOES NOT MAKE AND SPECIFICALLY NEGATES AND DISCLAIMS ANY REPRESENTATIONS, WARRANTIES, PROMISES, COVENANTS, AGREEMENTS OR GUARANTIES OF ANY KIND OR CHARACTER WHATSOEVER, WHETHER EXPRESS OR IMPLIED, ORAL OR WRITTEN, PAST, PRESENT OR FUTURE, OF, AS TO, CONCERNING OR WITH RESPECT TO (I) VALUE; (II) THE INCOME TO BE DERIVED FROM THE NEW PARCEL; (III) THE NATURE, QUALITY OR CONDITION OF THE NEW PARCEL, INCLUDING, WITHOUT LIMITATION, THE WATER, SOIL AND GEOLOGY; (IV) THE COMPLIANCE OF OR BY THE NEW PARCEL OR ITS OPERATION WITH ANY LAWS, RULES, ORDINANCES OR REGULATIONS OF ANY APPLICABLE GOVERNMENTAL AUTHORITY OR BODY; (V) COMPLIANCE WITH ANY ENVIRONMENTAL PROTECTION, POLLUTION OR LAND USE LAWS, RULES, REGULATION, ORDERS OR REQUIREMENTS, INCLUDING BUT NOT LIMITED TO, TITLE III OF THE AMERICANS WITH DISABILITIES ACT OF 1990, CALIFORNIA HEALTH & SAFETY CODE, THE FEDERAL WATER POLLUTION CONTROL ACT, THE FEDERAL RESOURCE CONSERVATION AND RECOVERY ACT, THE U.S. ENVIRONMENTAL PROTECTION AGENCY REGULATIONS AT 40 C.F.R., PART 261, THE COMPREHENSIVE ENVIRONMENTAL RESPONSE, COMPENSATION AND LIABILITY ACT OF 1980, AS AMENDED, THE RESOURCE CONSERVATION AND RECOVERY ACT OF 1976, THE CLEAN WATER ACT, THE SAFE DRINKING WATER ACT, THE HAZARDOUS MATERIALS TRANSPORTATION ACT, THE TOXIC SUBSTANCE CONTROL ACT, AND REGULATIONS PROMULGATED UNDER ANY OF THE FOREGOING; (VI) THE PRESENCE OR ABSENCE OF HAZARDOUS MATERIALS AT, ON, UNDER, OR ADJACENT TO THE NEW PARCEL; (VII) THE CONTENT, COMPLETENESS OR ACCURACY OF ANY DUE DILIGENCE MATERIALS DELIVERED BY SELLER TO PURCHASER OR PRELIMINARY REPORT REGARDING TITLE; (VIII) DEFICIENCY OF ANY UNDERSHORING; (IX) DEFICIENCY OF ANY DRAINAGE; (X) THE FACT THAT ALL OR A PORTION OF THE NEW PARCEL MAY BE LOCATED ON OR NEAR AN EARTHQUAKE FAULT LINE OR A FLOOD ZONE; OR (XI) WITH RESPECT TO ANY OTHER MATTER. PURCHASER FURTHER ACKNOWLEDGES AND AGREES THAT IT HAS OR WILL HAVE BEEN GIVEN THE OPPORTUNITY TO INSPECT THE NEW PARCEL AND REVIEW INFORMATION AND DOCUMENTATION AFFECTING THE NEW PARCEL, AND THAT, EXCEPT FOR SELLER'S EXPRESS REPRESENTATIONS AND WARRANTIES CONTAINED HEREIN, PURCHASER IS RELYING SOLELY ON ITS OWN INVESTIGATION OF THE NEW PARCEL AND REVIEW OF SUCH INFORMATION AND DOCUMENTATION, AND NOT ON ANY INFORMATION PROVIDED OR TO BE PROVIDED BY

SELLER. PURCHASER FURTHER ACKNOWLEDGES AND AGREES THAT ANY INFORMATION MADE AVAILABLE TO PURCHASER OR PROVIDED OR TO BE PROVIDED BY OR ON BEHALF OF SELLER WITH RESPECT TO THE NEW PARCEL WAS OBTAINED FROM A VARIETY OF SOURCES AND THAT SELLER HAS NOT MADE ANY INDEPENDENT INVESTIGATION OR VERIFICATION OF SUCH INFORMATION AND MAKES NO REPRESENTATIONS AS TO THE ACCURACY OR COMPLETENESS OF SUCH INFORMATION. PURCHASER AGREES TO FULLY AND IRREVOCABLY RELEASE ALL SUCH SOURCES OF INFORMATION AND PREPARERS OF INFORMATION AND DOCUMENTATION AFFECTING THE NEW PARCEL WHICH WERE RETAINED BY SELLER FROM ANY AND ALL CLAIMS THAT IT MAY NOW HAVE OR HEREAFTER ACQUIRE AGAINST SUCH SOURCES AND PREPARERS OF INFORMATION FOR ANY COSTS, LOSS, LIABILITY, DAMAGE, EXPENSE, DEMAND, ACTION OR CAUSE OF ACTION ARISING FROM SUCH INFORMATION OR DOCUMENTATION. EXCEPT FOR SELLER'S EXPRESS REPRESENTATIONS AND WARRANTIES CONTAINED IN SECTION 3.1 ABOVE, SELLER IS NOT LIABLE OR BOUND IN ANY MANNER BY ANY ORAL OR WRITTEN STATEMENTS, REPRESENTATIONS OR INFORMATION PERTAINING TO THE NEW PARCEL, OR THE OPERATION THEREOF, FURNISHED BY ANY REAL ESTATE BROKER, AGENT, EMPLOYEE, SERVANT OR OTHER PERSON. PURCHASER FURTHER ACKNOWLEDGES AND AGREES THAT TO THE MAXIMUM EXTENT PERMITTED BY LAW, EXCEPT FOR SELLER'S EXPRESS REPRESENTATIONS AND WARRANTIES CONTAINED IN SECTION 3.1 ABOVE, THE SALE OF THE PROPERTY AS PROVIDED FOR HEREIN IS MADE ON AN "AS IS" CONDITION AND BASIS WITH ALL FAULTS, AND THAT SELLER HAS NO OBLIGATIONS TO MAKE REPAIRS, REPLACEMENTS OR IMPROVEMENTS EXCEPT AS MAY OTHERWISE BE EXPRESSLY STATED HEREIN. PURCHASER REPRESENTS, WARRANTS AND COVENANTS TO SELLER THAT, EXCEPT FOR SELLER'S EXPRESS REPRESENTATIONS AND WARRANTIES SPECIFIED IN THIS AGREEMENT, PURCHASER IS RELYING SOLELY UPON PURCHASER'S OWN INVESTIGATION OF THE NEW PARCEL.

3.2.4 **General Waiver.** With respect to the waivers and releases set forth in Section 3.2.3, above, Purchaser expressly waives any of its rights granted under 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 or her favor at the time of executing the release, which if known by him or her must have materially affected his or her settlement with the debtor."

Purchaser's Initials

ARTICLE 4 DEFAULTS; REMEDIES

4.1 Purchaser's Default. If the transaction contemplated hereby does not close by reason of a default by Purchaser in any of the terms hereof, then Seller may, as its sole option and in lieu of any and all other legal and equitable remedies which Seller may have hereunder for failure by Purchaser to timely close the transaction contemplated hereby, receive all Earnest Money Deposit, including any interest earned thereon, deposited to the date of such default, as liquidated damages, pursuant to Section 2.3 hereof. In addition, Seller may pursue against Purchaser any and all other rights and remedies available at law or in equity to obtain from

Purchaser copies of all soil tests, environmental studies, and other tests and studies pertaining to the Property obtained by Purchaser prior to Closing.

4.2 Seller's Default. If the transaction contemplated hereby does not close by reason of a default by Seller in any of the terms hereof, then Purchaser may terminate this Agreement and pursue against Seller an action to compel Seller's specific performance of this Agreement. In no event shall Seller be liable to Purchaser for indirect or consequential damages, including, without limitation, any loss or damage suffered by Purchaser in connection with any lost profit or other agreement or understanding with any third party for the use, lease or purchase of the New Parcel.

**ARTICLE 5
MISCELLANEOUS**

5.1 Notices. All notices and other communications which are required to be, or which may be given under this Agreement shall be in writing, and shall be delivered at the addresses set out hereinbelow. Notice may be given by personal delivery, recognized overnight courier, by United States mail or by facsimile transmission in the manner set forth below. Notice shall be deemed to have been duly given (a) if by personal delivery, on the first to occur of the date of actual receipt or refusal of delivery by any person at the intended address, (b) if by overnight courier, on the first (1st) Business Day after being delivered to a recognized overnight courier, (c) if by mail, on the third (3rd) Business Day after being deposited in the United States mail, certified or registered mail, return receipt requested, postage prepaid, or (d) by facsimile transmission shall be deemed to have been given on the next Business Day after being transmitted, as evidenced by the confirmation slip generated by the sender's facsimile machine (provided the notice is also sent by regular mail) addressed as follows:

If to Seller: County of Stanislaus
1010 Tenth Street, Suite 6800
Modesto, CA 95353
Attn: Patricia Hill Thomas
Telephone: (209) 609-4334
Fax: (209) 544-6226

With a copy to: Burke, Williams & Sorensen, LLP
1901 Harrison Street -- Suite 900
Oakland, CA 94612
Attn: Deirdre Joan Cox, Esq.
Telephone: (510) 273-8780
Fax: (510) 839-9104

If to Purchaser: Camp Taylor, Inc.
5424 Pirrone Road
Salida, Ca 95368
Attn: Kimberlie Gamino
Telephone: (209) 545-4715
Fax: (209) 543-1861

DRAFT

With a copy to: Centerra Capital, Inc.
P.O. Box 3324
Modesto, CA 95353
Attn: Paul B. Draper
Telephone: (209) 522-1532 x115
Fax: (209) 522-0846

or to such other address as either party may from time to time specify as its address for the receipt of notices hereunder, in a notice to the other party. Notices given by an attorney shall be deemed to constitute notice from that party.

5.2 Assignment. Purchaser may not assign or pledge any of its rights hereunder without the prior written consent of Seller. Subject to the foregoing, this Agreement shall be binding upon the parties hereto and each of their successors and assigns.

5.3 Joint and Several Liability. If Purchaser is more than one person or entity, then all obligations and/or liabilities of Purchaser set forth herein or arising hereunder shall be the joint and several obligations and/or liabilities of each party constituting Purchaser.

5.4 Entire Agreement. This Agreement and Purchaser's Offer collectively embody the entire understanding of the parties and there are no further or other agreements or understandings, written or oral, in effect between the parties relating to the subject matter hereof except as may be set forth in writing executed by both parties contemporaneously with or subsequent to this Agreement.

5.5 Severability. If any term or provision of this Agreement or any application thereof shall be invalid or unenforceable, the remainder of this Agreement and other applications thereof shall not be affected thereby.

5.6 Captions; Number. The captions contained in this Agreement are for the convenience of reference only, and shall not affect the meaning, interpretation or construction of this Agreement. As used in this Agreement, the singular form shall include the plural and the plural shall include the singular, to the extent that the context renders it appropriate.

5.7 Counterparts. This Agreement may be executed in two or more counterparts, each of which shall be deemed to be an original and all of which together shall be deemed to be one and the same instrument.

5.8 Governing Law. This Agreement has been executed and delivered, and is to be performed, in the State of California, and this Agreement and all rights, obligations and liabilities hereunder shall be governed by, and construed in accordance with, the internal laws of the State of California. Purchaser hereby irrevocably waives any objection that it may now or hereafter have to the laying of venue of any suit, action or proceeding arising out of or relating to this Agreement brought in any federal or state court sitting in Stanislaus County, California.

5.9 Time of the Essence. Time is of the essence of this Agreement.

5.10 Modification. The provisions of this Agreement may not be amended, changed

or modified orally, but only by an agreement in writing signed by the party against whom any amendment, change or modification is sought.

5.11 Waiver. Except as otherwise expressly provided in this Agreement, no waiver by a party of any breach of this Agreement or of any warranty or representation hereunder by the other party shall be deemed to be a waiver of any other breach by such other party (whether preceding or succeeding and whether or not of the same or similar nature) and no acceptance of payment or performance by a party after any breach by the other party shall be deemed to be a waiver of any breach of this Agreement or of any representation or warranty hereunder by such other party whether or not the first party knows such breach at the time it accepts such payment or performance. Except as otherwise expressly provided in this Agreement, no failure or delay by a party to exercise any right it may have by reason of the default of the other party shall operate as a waiver of default or modification of this Agreement or shall prevent the exercise of any right by the first party while the other party continues to be so in default.

5.12 Business Days. Except as otherwise provided in this Agreement, if any date specified in this Agreement for the Closing Date or for commencement or expiration of time periods for termination or approvals or for notice occurs on a day other than a Business Day, then any such date shall be postponed to the following Business Day. As used herein, "**Business Day**" shall mean any day other than a Saturday, Sunday, a holiday observed by national banks or a day that is a non-working day for Seller.

5.13 Attorney Fees. In the event of any dispute arising out of the enforcement or interpretation of this Agreement, the prevailing party shall be entitled to reasonable attorney fees and costs.

5.14 Future Easements/Access Agreement. In general, Seller and Purchaser agree to be good neighbors and cooperate with one another as necessary to allow each other the access necessary for maintenance and emergency services.

5.14.1 Easements for Purchaser. The New Parcel is presently served by utility services and domestic well water that traverse or are located within Laird Regional Park. Seller and Purchaser will create and record access and maintenance easements for the necessary domestic utilities to serve the New Parcel with no impact to the operation of Laird Regional Park.

5.14.2 Easement for Seller. The parties will negotiate and record an access agreement between the New Parcel and Seller's adjacent property to grant Seller vehicular access to the 19.5 acre peninsula portion of Laird Regional Park created by the lot line adjustment at the southern end of the Property for maintenance and fire support activities.

DRAFT

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

SELLER:

COUNTY OF STANISLAUS

By: _____

_____ (Name)

_____ (Title)

Approved as to Form:

By: _____

JOHN P. DOERING
County Counsel

PURCHASER:

CAMP TAYLOR, INC., a California nonprofit public benefit corporation

By: _____

Kimberlie Gamino
Executive Director & Founder

Approved as to Form:

By: _____

Michael A. Rein, Attorney for Purchaser

DRAFT

EXHIBIT "A"
Legal Description of the Property

[ATTACHED]

DRAFT

EXHIBIT "B"
Depiction of the New Parcel

[Attached]

DRAFT

EXHIBIT "C"
Grant Deed

RECORDING REQUESTED BY

WHEN RECORDED MAIL TO:

Exempt from Recording Fees per Govt. Code §27383
DOCUMENTARY TRANSFER TAX STATEMENT
BY SEPARATE DECLARATION

GRANT DEED

FOR VALUE RECEIVED, receipt of which is hereby acknowledged, the COUNTY OF STANISLAUS,
a general law county ("Grantor") hereby grants to

_____ ("Grantee")

all that certain real property situated in the City of Modesto, County of Stanislaus, State of
California, more fully described in EXHIBIT "1" attached hereto and incorporated herein by this
reference.

Dated: _____
county

COUNTY OF STANISLAUS, a general law

By: _____

(Name)
(Title)

DRAFT

ACKNOWLEDGMENT

STATE OF CALIFORNIA)

COUNTY OF STANISLAUS)

On _____ before me, _____ (here insert name and title of the officer), personally appeared _____, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature _____ (Seal)

DRAFT

EXHIBIT "1" TO GRANT DEED

Legal Description

[ATTACHED]

OAK #4834-3072-9758 v3
06687-0001
DRAFT 9/26/14 5:24 PM

DRAFT

EXHIBIT "A"
Legal Description of the Property

[ATTACHED]

EXHIBIT "A"
BEFORE LOT LINE ADJUSTMENT

PARCEL 1:

A parcel of land situate in Section 30, Township 4 South, Range 8 East, Mount Diablo Meridian, said parcel being a portion of the Virgil Cockrel and Willie May Cockrel property as described in deed recorded August 01, 1947, as Instrument No. 20503 Stanislaus County Records, State of California, said parcel particularly described as follows:

COMMENCING at the Northwest corner of the said Section 30; thence South $0^{\circ}39'40''$ West along the West line of the said section a distance of 957.36 feet to **THE POINT OF BEGINNING**; thence South $89^{\circ}20'20''$ East 45.00 feet; thence North $0^{\circ}39'40''$ East 148.16 feet; thence Northeasterly an arc distance of 62.68 feet along a tangent curve concave to the Southeast subtended by an angle of $45^{\circ}27'35''$, having a radius of 79.00 feet; thence North $46^{\circ}07'15''$ East 495.26 feet; thence Northeasterly an arc distance of 190.62 feet along tangent curve concave to the Southeast, subtended by an angle $8^{\circ}03'27''$, having a radius of 1,355.00 feet; thence South $0^{\circ}39'40''$ West 1196.17 feet along the East line of the aforesaid Cockrel property; thence South $65^{\circ}52'40''$ West 408.25 feet along the South line of said property to a point on the United State Meander line; thence South $37^{\circ}47'40''$ West along said Meander line a distance of 330.00 feet more or less to the West line of said Section 30; thence North $0^{\circ}39'40''$ East about 956.00 feet along said section line, to **THE POINT OF BEGINNING**.

EXCEPTING and **RESERVING** therefrom an undivided one-half interest in and to any and all Oil, Gas, Petroleum and any other minerals therein and thereunder as excepted and reserved in the deed from Walter McClesky and Amilda McClesky, husband and wife, dated August 01, 1947 and recorded August 01, 1947 in Volume 902 of Official Records, Page 492.

APN: 017-060-002

CONTAINING an area of 13.94 acres more or less.

SUBJECT to all easements and/or rights of way of record.

DRAFT

**EXHIBIT "A"
BEFORE LOT LINE ADJUSTMENT**

PARCEL 2:

All that portion of Section 30, Township 4 South, Range 8 East, Mount Diablo Meridian, Stanislaus County, State of California, more particularly described as follows:

BEGINNING at a point where the United States Meander line intersects the West line of said Section 30, said point being 29 chains South of the Northwest corner of said Section 30 and being the Southwest corner of Lot 1 of same section; thence Northeast along the Meander line 111.00 feet; thence South 217.00 feet to the Northern Bank of the River; thence West along said River Bank 149.00 feet to the West line of said Section 30; thence North 190.00 feet to THE POINT OF BEGINNING.

APN: 017-060-013

CONTAINING an area of 0.51 acres more or less.

SUBJECT to all easements and/or rights of way of record.

DRAFT

**EXHIBIT "A"
BEFORE LOT LINE ADJUSTMENT**

PARCEL 3:

All that portion of Section 25, Township 4 South, Range 7 East, Mount Diablo Meridian, lying south of a line commencing 74 Rods South of the Northeast corner of said Section 25; thence West to the East end of Laird's Slough Bridge; thence Southwest to the center of the Slough, being all of Swamp and Overflowed Land Survey No. 215 and No. 216, lying North of the San Joaquin River and East of the center line of Laird's Slough, and a fraction of land lying North of same and South of Road leading to Grayson.

APN: 016-026-010

CONTAINING an area of 97.00 acres (per Assessor's Map) more or less.

SUBJECT to all easements and/or rights of way of record.

EXHIBIT "B"
AFTER LOT LINE ADJUSTMENT (PRELIMINARY)

PARCEL 1:

A parcel of land situate in Section 30, Township 4 South, Range 8 East, Mount Diablo Meridian, Stanislaus County, State of California, more particularly described as follows:

BEGINNING at a point on the Southerly line of Grayson Road that distance 45.00 feet at right angles to the center line of said Grayson Road and bears South 07°09'29" West 920.98 feet from the Northeast corner of said Section 25, also said point is on a curve concave to the Northwest having a radial bearing of North 39°08'54" West and a radius of 1645.00 feet; thence Northeasterly along said Southerly line and curve an arc distance of 135.83 feet through a central angle of 4°43'51"; thence continue along said Southerly line North 46°07'15" East 596.43 feet to a curve concave to the Southeast having a radius of 1355.00 feet; thence Northeasterly along said curve an arc distance of 191.55 feet having a central angle of 8°05'59" to the Northeast corner of the property as described in Document No. 887 dated January 10, 1966, Stanislaus County Records; thence South 0°39'40" West 1196.74 feet along the East line of said property and Virgil Cockrel and Willie May Cockrel property as described in Deed recorded August 01, 1947 as Instrument No. 20503, Stanislaus County Records; thence South 65°52'40" West 408.25 feet along the South line of said property to a point on the United State Meander line; thence South 37°13'08" West along said Meander line a distance of 218.29; thence South 16°35'43" East 217.00 feet; thence South 61°47'46" West 149.00 feet; thence North 00°47'53" East 42.86 feet to the Northerly line of San Joaquin River as being bounded by the (unknown) Mean High Water Mark Elevation line; thence along said Northerly line of San Joaquin River the following two (2) approximate courses: 1) South 48°06'14" West 33.33 feet; 2) South 70°17'16" West 321.35 feet; thence leaving said Northerly line of San Joaquin River North 15°15'11" West 570.83 feet; thence North 42°53'06" East 80.72 feet; thence North 56°38'50" East 123.02 feet; thence North 72°45'31" East 78.01 feet; thence North 20°51'05" West 30.58 feet; thence North 72°05'32" East 45.93 feet; thence North 17°22'51" West 69.30 feet; thence North 73°26'59" East 204.48 feet to a non-tangent curve concave to the East having a radial bearing of North 77°57'27" East and a radius of 220.00 feet; thence Northerly along said curve having a central angle of 35°57'17" an arc distance of 138.06 feet to point of reverse curve concave to the Northwest having a radius of 260.00 feet; thence along said curve having a central angle of 24°12'57" an arc distance of 109.89 feet; thence North 00°18'13" West 114.61 feet; thence North 16°46'10" West 19.40 feet; thence South 80°39'38" West 50.09 feet; thence North 39°08'12" West 55.33 feet to **THE POINT OF BEGINNING**

CONTAINING an area of 22.00 acres more or less.

SUBJECT to all easements and/or rights of way of record.

The Basis of Bearing is a course of North 00°39'40" East along the Westerly line of said Section 30, Township 4 South, Range 8 East, Mount Diablo Meridian, Stanislaus County as shown on Stanislaus County Survey No. 1596 dated February 1966.

Note: this description is preliminary and subject to revisions, and the acreage is approximate since the Southerly boundary along the North line of the River is not determined, the lower top of the bank at the Westerly part was used for acreage computations.

EXHIBIT "B"
AFTER LOT LINE ADJUSTMENT (PRELIMINARY)

PARCEL 2:

All that portion of Section 25, Township 4 South, Range 7 East, Mount Diablo Meridian, lying south of a line commencing 74 Rods South of the Northeast corner of said Section 25; thence West to the East end of Laird's Slough Bridge; thence Southwest to the center of the Slough, being all of Swamp and Overflowed Land Survey No. 215 and No. 216, lying North of the San Joaquin River and East of the center line of Laird's Slough, and a fraction of land lying North of same and South of Road leading to Grayson, all lying Southerly of the Southerly line of said Grayson Road as distance 45.00 feet at right angles from the center line of Grayson Road, Northerly and Easterly of the Northerly line of San Joaquin River as being bounded by the unknown Mean High Water Mark Elevation, and Westerly of the following described line:

BEGINNING at a point on the Southerly line of Grayson Road that distance 45.00 feet at right angles to the center line of said Grayson Road and bears South 07°09'29" West 920.98 feet from the Northeast corner of said Section 25, also said point is on a curve concave to the Northwest having a radial bearing of North 39°08'54" West and a radius of 1645.00 feet; thence South 39°08'12" East 55.33 feet; thence North 80°39'38" East 50.09 feet; thence South 16°46'10" East 19.40 feet; thence South 0°18'13" East 114.61 feet to a curve concave to the Northwest having a radius of 260.00 feet; thence along said curve having a central angle of 24°12'57" an arc distance of 109.89 feet to a point of reversed curve concave to the East having a radius of 220.00 feet; thence along said curve having a central angle of 35°57'15" an arc distance of 138.05 feet; thence South 73°26'59" West 204.48 feet; thence South 17°22'51" East 69.30 feet; thence South 72°05'32" West 45.93 feet; thence South 20°51'05" East 30.58 feet; thence South 72°45'31" West 78.01 feet; thence South 56°38'50" West 123.02 feet; thence South 42°53'06" West 80.72 feet; thence South 15°15'11" East 570.83 to said Northerly line of San Joaquin River as being bounded by the unknown Mean High Water Mark Elevation line and **THE POINT OF TERMINATION**.

CONTAINING an area of 89.42 acres more or less.

SUBJECT to all easements and/or rights of way of record.

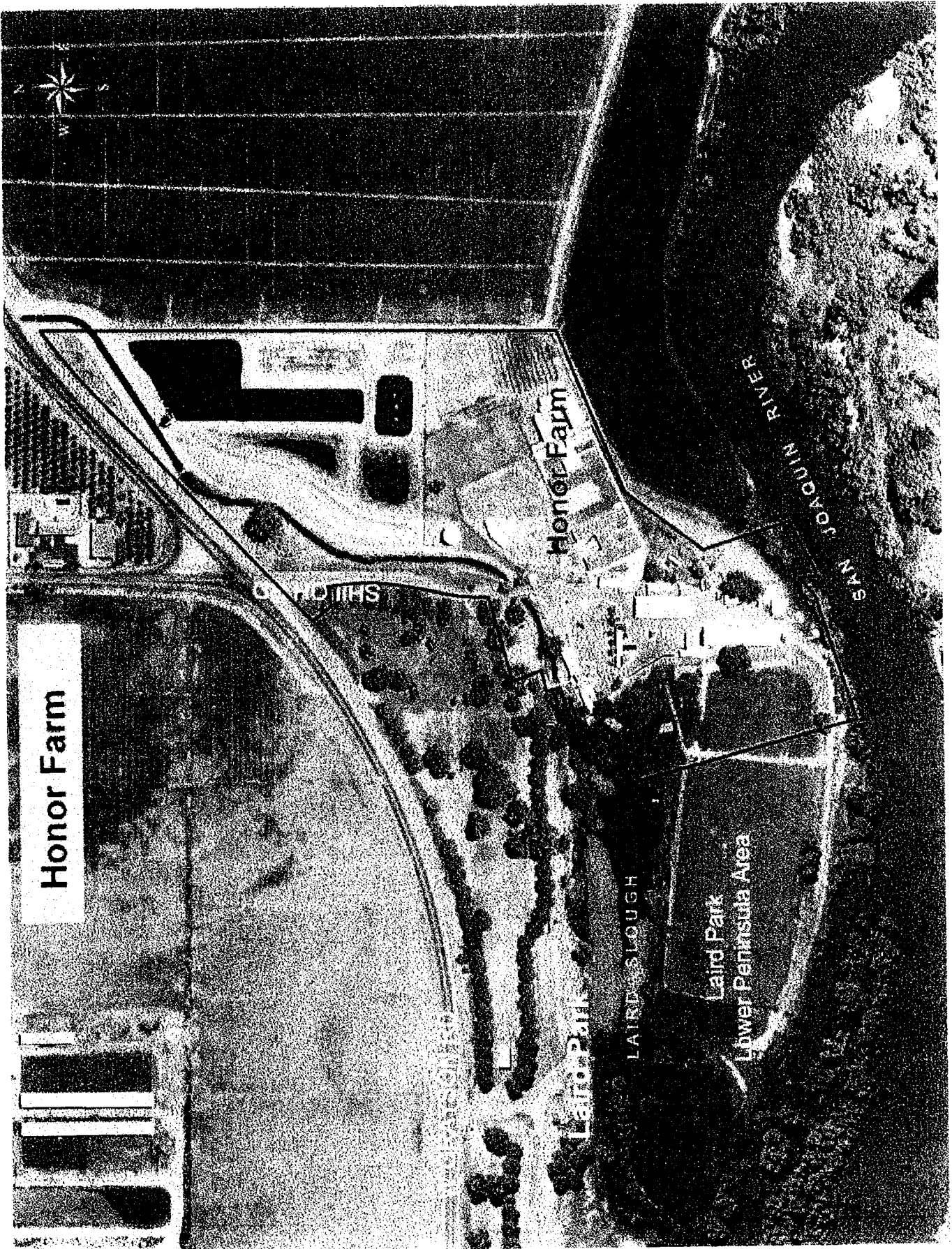
The Basis of Bearing is a course of North 00°39'40" East along the Westerly line of said Section 30, Township 4 South, Range 8 East, Mount Diablo Meridian, Stanislaus County as shown on Stanislaus County Survey No. 1596 dated February 1966.

Note: this description is preliminary and subject to revisions, and the acreage is approximate since the Southerly and the Westerly boundary along the North line of the River is not determined, the lower top of the bank was used for acreage computations.

DRAFT

EXHIBIT "B"
Depiction of the New Parcel

[Attached]



Honor Farm

Honor Farm

SHILOH

SAN JOAQUIN RIVER

Laird Park

LAIRD SLOUGH

Laird Park
Lower Peninsula Area

DRAFT

EXHIBIT "C"
Grant Deed

RECORDING REQUESTED BY

WHEN RECORDED MAIL TO:

Exempt from Recording Fees per Govt. Code §27383
DOCUMENTARY TRANSFER TAX STATEMENT
BY SEPARATE DECLARATION

GRANT DEED

FOR VALUE RECEIVED, receipt of which is hereby acknowledged, the COUNTY OF STANISLAUS, a general law county ("Grantor") hereby grants to Camp Taylor, a nonprofit public benefit corporation ("Grantee") all that certain real property situated in the City of Modesto, County of Stanislaus, State of California, more fully described in EXHIBIT "1" attached hereto and incorporated herein by this reference.

Dated: _____
county

COUNTY OF STANISLAUS, a general law

By: _____

(Name)
(Title)

DRAFT

ACKNOWLEDGMENT

STATE OF CALIFORNIA)

COUNTY OF STANISLAUS)

On _____ before me, _____ (here insert name and title of the officer), personally appeared _____, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature _____ (Seal)

DRAFT

EXHIBIT "1" TO GRANT DEED

Legal Description

[ATTACHED]

DRAFT

EXHIBIT "A"
BEFORE LOT LINE ADJUSTMENT

PARCEL 1:

A parcel of land situate in Section 30, Township 4 South, Range 8 East, Mount Diablo Meridian, said parcel being a portion of the Virgil Cockrel and Willie May Cockrel property as described in deed recorded August 01, 1947, as Instrument No. 20503 Stanislaus County Records, State of California, said parcel particularly described as follows:

COMMENCING at the Northwest corner of the said Section 30; thence South 0°39'40" West along the West line of the said section a distance of 957.36 feet to **THE POINT OF BEGINNING**; thence South 89°20'20" East 45.00 feet; thence North 0°39'40" East 148.16 feet; thence Northeasterly an arc distance of 62.68 feet along a tangent curve concave to the Southeast subtended by an angle of 45°27'35", having a radius of 79.00 feet; thence North 46°07'15" East 495.26 feet; thence Northeasterly an arc distance of 190.62 feet along tangent curve concave to the Southeast, subtended by an angle 8°03'27", having a radius of 1,355.00 feet; thence South 0°39'40" West 1196.17 feet along the East line of the aforesaid Cockrel property; thence South 65°52'40" West 408.25 feet along the South line of said property to a point on the United State Meander line; thence South 37°47'40" West along said Meander line a distance of 330.00 feet more or less to the West line of said Section 30; thence North 0°39'40" East about 956.00 feet along said section line, to **THE POINT OF BEGINNING**.

EXCEPTING and **RESERVING** therefrom an undivided one-half interest in and to any and all Oil, Gas, Petroleum and any other minerals therein and thereunder as excepted and reserved in the deed from Walter McClesky and Amilda McClesky, husband and wife, dated August 01, 1947 and recorded August 01, 1947 in Volume 902 of Official Records, Page 492.

APN: 017-060-002

CONTAINING an area of 13.94 acres more or less.

SUBJECT to all easements and/or rights of way of record.

DRAFT

EXHIBIT "A"
BEFORE LOT LINE ADJUSTMENT

PARCEL 2:

All that portion of Section 30, Township 4 South, Range 8 East, Mount Diablo Meridian, Stanislaus County, State of California, more particularly described as follows:

BEGINNING at a point where the United States Meander line intersects the West line of said Section 30, said point being 29 chains South of the Northwest corner of said Section 30 and being the Southwest corner of Lot 1 of same section; thence Northeast along the Meander line 111.00 feet; thence South 217.00 feet to the Northern Bank of the River; thence West along said River Bank 149.00 feet to the West line of said Section 30; thence North 190.00 feet to THE POINT OF BEGINNING.

APN: 017-060-013

CONTAINING an area of 0.51 acres more or less.

SUBJECT to all easements and/or rights of way of record.

DRAFT

**EXHIBIT "A"
BEFORE LOT LINE ADJUSTMENT**

PARCEL 3:

All that portion of Section 25, Township 4 South, Range 7 East, Mount Diablo Meridian, lying south of a line commencing 74 Rods South of the Northeast corner of said Section 25; thence West to the East end of Laird's Slough Bridge; thence Southwest to the center of the Slough, being all of Swamp and Overflowed Land Survey No. 215 and No. 216, lying North of the San Joaquin River and East of the center line of Laird's Slough, and a fraction of land lying North of same and South of Road leading to Grayson.

APN: 016-026-010

CONTAINING an area of 97.00 acres (per Assessor's Map) more or less.

SUBJECT to all easements and/or rights of way of record.

EXHIBIT "B"
AFTER LOT LINE ADJUSTMENT (PRELIMINARY)

PARCEL 1:

A parcel of land situate in Section 30, Township 4 South, Range 8 East, Mount Diablo Meridian, Stanislaus County, State of California, more particularly described as follows:

BEGINNING at a point on the Southerly line of Grayson Road that distance 45.00 feet at right angles to the center line of said Grayson Road and bears South 07°09'29" West 920.98 feet from the Northeast corner of said Section 25, also said point is on a curve concave to the Northwest having a radial bearing of North 39°08'54" West and a radius of 1645.00 feet; thence Northeasterly along said Southerly line and curve an arc distance of 135.83 feet through a central angle of 4°43'51"; thence continue along said Southerly line North 46°07'15" East 596.43 feet to a curve concave to the Southeast having a radius of 1355.00 feet; thence Northeasterly along said curve an arc distance of 191.55 feet having a central angle of 8°05'59" to the Northeast corner of the property as described in Document No. 887 dated January 10, 1966, Stanislaus County Records; thence South 0°39'40" West 1196.74 feet along the East line of said property and Virgil Cockrel and Willie May Cockrel property as described in Deed recorded August 01, 1947 as Instrument No. 20503, Stanislaus County Records; thence South 65°52'40" West 408.25 feet along the South line of said property to a point on the United State Meander line; thence South 37°13'08" West along said Meander line a distance of 218.29; thence South 16°35'43" East 217.00 feet; thence South 61°47'46" West 149.00 feet; thence North 00°47'53" East 42.86 feet to the Northerly line of San Joaquin River as being bounded by the (unknown) Mean High Water Mark Elevation line; thence along said Northerly line of San Joaquin River the following two (2) approximate courses: 1) South 48°06'14" West 33.33 feet; 2) South 70°17'16" West 321.35 feet; thence leaving said Northerly line of San Joaquin River North 15°15'11" West 570.83 feet; thence North 42°53'06" East 80.72 feet; thence North 56°38'50" East 123.02 feet; thence North 72°45'31" East 78.01 feet; thence North 20°51'05" West 30.58 feet; thence North 72°05'32" East 45.93 feet; thence North 17°22'51" West 69.30 feet; thence North 73°26'59" East 204.48 feet to a non-tangent curve concave to the East having a radial bearing of North 77°57'27" East and a radius of 220.00 feet; thence Northerly along said curve having a central angle of 35°57'17" an arc distance of 138.06 feet to point of reverse curve concave to the Northwest having a radius of 260.00 feet; thence along said curve having a central angle of 24°12'57" an arc distance of 109.89 feet; thence North 00°18'13" West 114.61 feet; thence North 16°46'10" West 19.40 feet; thence South 80°39'38" West 50.09 feet; thence North 39°08'12" West 55.33 feet to **THE POINT OF BEGINNING**

CONTAINING an area of 22.00 acres more or less.

SUBJECT to all easements and/or rights of way of record.

The Basis of Bearing is a course of North 00°39'40" East along the Westerly line of said Section 30, Township 4 South, Range 8 East, Mount Diablo Meridian, Stanislaus County as shown on Stanislaus County Survey No. 1596 dated February 1966.

Note: this description is preliminary and subject to revisions, and the acreage is approximate since the Southerly boundary along the North line of the River is not determined, the lower top of the bank at the Westerly part was used for acreage computations.

DRAFT

EXHIBIT "B"
AFTER LOT LINE ADJUSTMENT (PRELIMINARY)

PARCEL 2:

All that portion of Section 25, Township 4 South, Range 7 East, Mount Diablo Meridian, lying south of a line commencing 74 Rods South of the Northeast corner of said Section 25; thence West to the East end of Laird's Slough Bridge; thence Southwest to the center of the Slough, being all of Swamp and Overflowed Land Survey No. 215 and No. 216, lying North of the San Joaquin River and East of the center line of Laird's Slough, and a fraction of land lying North of same and South of Road leading to Grayson, all lying Southerly of the Southerly line of said Grayson Road as distance 45.00 feet at right angles from the center line of Grayson Road, Northerly and Easterly of the Northerly line of San Joaquin River as being bounded by the unknown Mean High Water Mark Elevation, and Westerly of the following described line:

BEGINNING at a point on the Southerly line of Grayson Road that distance 45.00 feet at right angles to the center line of said Grayson Road and bears South 07°09'29" West 920.98 feet from the Northeast corner of said Section 25, also said point is on a curve concave to the Northwest having a radial bearing of North 39°08'54" West and a radius of 1645.00 feet; thence South 39°08'12" East 55.33 feet; thence North 80°39'38" East 50.09 feet; thence South 16°46'10" East 19.40 feet; thence South 0°18'13" East 114.61 feet to a curve concave to the Northwest having a radius of 260.00 feet; thence along said curve having a central angle of 24°12'57" an arc distance of 109.89 feet to a point of reversed curve concave to the East having a radius of 220.00 feet; thence along said curve having a central angle of 35°57'15" an arc distance of 138.05 feet; thence South 73°26'59" West 204.48 feet; thence South 17°22'51" East 69.30 feet; thence South 72°05'32" West 45.93 feet; thence South 20°51'05" East 30.58 feet; thence South 72°45'31" West 78.01 feet; thence South 56°38'50" West 123.02 feet; thence South 42°53'06" West 80.72 feet; thence South 15°15'11" East 570.83 to said Northerly line of San Joaquin River as being bounded by the unknown Mean High Water Mark Elevation line and **THE POINT OF TERMINATION**.

CONTAINING an area of 89.42 acres more or less.

SUBJECT to all easements and/or rights of way of record.

The Basis of Bearing is a course of North 00°39'40" East along the Westerly line of said Section 30, Township 4 South, Range 8 East, Mount Diablo Meridian, Stanislaus County as shown on Stanislaus County Survey No. 1596 dated February 1966.

Note: this description is preliminary and subject to revisions, and the acreage is approximate since the Southerly and the Westerly boundary along the North line of the River is not determined, the lower top of the bank was used for acreage computations.

AGREEMENT FOR PURCHASE AND SALE OF REAL ESTATE

AND ESCROW INSTRUCTIONS

FORMER HONOR FARM PROPERTY, MODESTO CALIFORNIA

THIS AGREEMENT FOR PURCHASE AND SALE OF REAL ESTATE AND ESCROW INSTRUCTIONS (this "**Agreement**"), is entered into as of September 30, 2014 ("**Effective Date**"), by and between **COUNTY OF STANISLAUS**, a general law county ("**Seller**") and **CAMP TAYLOR, INC.**, a California nonprofit public benefit corporation ("**Purchaser**").

A. Seller owns that certain real property (the "**Property**") commonly known as the former Honor Farm property located at 8824 West Grayson Road (at the intersection with Shiloh Road), Modesto, CA 95354 ("Property"). The site is bordered by West Grayson Road and Turlock Irrigation District Lateral No. 2 to the north, the San Joaquin River to the south and west, and Laird Park to the west. There are three parcels that make up the Honor Farm: APN 016-026-010 is a 97 acre parcel that contains Laird Park and a portion of the Honor Farm. APN 017-060-002 is a 12.48 acre parcel which is entirely used by the Honor Farm. APN 017-060-013 is a 0.6 acre parcel located adjacent to the San Joaquin River, all as more particularly described on Exhibit "A" attached hereto and made a part hereof; and

B. Purchaser has submitted to Seller and Seller has accepted a written offer (the "**Offer**") (to which this Agreement is attached as Exhibit "C") to purchase approximately 21.6 acres of the Property, as depicted in Exhibit "B" (the "**New Parcel**"). Purchaser has also provided Seller with an earnest money deposit of Seventy Two Thousand Three Hundred Dollars (\$72,300.00) (the "**Deposit**"), representing ten percent (10%) of the total Purchase Price. Purchaser desires to purchase from Seller and Seller desires to sell to Purchaser all of Seller's right, title and interest in and to the New Parcel on the terms and conditions set forth in this Agreement and in the Request for Offers on Real Property Owned by the County of Stanislaus, including all amendments thereto ("**Request for Offers**"). In the event of a conflict between the terms of the Request for Offer and this Agreement, the terms of this Agreement shall prevail.

NOW THEREFORE, in consideration of the mutual covenants hereinafter set forth and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

ARTICLE 1
AGREEMENT TO PURCHASE AND SELL

Purchaser agrees to purchase, and Seller agrees to sell, the New Parcel at the Purchase Price and on the terms set forth herein. In furtherance thereof, Seller agrees to convey to Purchaser title to the New Parcel together with all existing privileges, rights (including mineral rights to the extent they are transferable by Seller), easements, hereditaments, and appurtenances thereto belonging; and all right, title and interest of Seller in and to any streets, alleys, passages and other rights-of-way included therein or adjacent thereto (before or after the vacation thereof) by a recordable Grant Deed substantially in form as set forth in Exhibit "C"

attached hereto ("**Grant Deed**").

**ARTICLE 2
ESCROW**

2.1. Purchase Price. The purchase price (the "**Purchase Price**") to be paid by Purchaser to Seller for the New Parcel shall be Seven Hundred Twenty Three Thousand Dollars (\$723,000.00), as indicated in the Offer.

2.2. Earnest Money Deposit: Upon full execution of the Agreement, Seller and Purchaser shall open an Escrow (as hereinafter defined) by depositing with Chicago Title Company, 1700 Standiford Ave, Modesto, CA, 95350 ("**Escrow Holder**") a fully executed original of the Agreement. The "**Opening of Escrow**" shall occur on that date when Escrow Holder receives a fully executed copy or executed counterparts of this Agreement and the Offer. Escrow Holder will notify Seller and Purchaser of such date as well as the other dates described herein that are based on the date of Opening of Escrow. Within five (5) days following Opening of Escrow, Seller shall deliver the Deposit into Escrow. The Deposit shall be the "**Earnest Money Deposit**" under this Agreement. Escrow Holder shall deposit the Earnest Money Deposit in an interest-bearing account. Except for a termination caused by a material breach of this Agreement by Seller or by the failure of any of the conditions to Purchaser's obligations to close this transaction described in Section 2.13 or due to Purchaser's inability to obtain the CUP under Section 2.15, any interest earned on the Earnest Money Deposit shall be paid to and retained by Seller. Such interest shall apply towards the Purchase Price. If this Agreement is terminated because of a material breach of this Agreement by Seller, then the Earnest Money Deposit and any interest earned thereon shall be returned to Purchaser by Seller or Escrow Holder, as appropriate. Except as provided in the immediately preceding sentence, or as provided in Sections 2.13 and 2.15 below, the Earnest Money Deposit shall be non-refundable to Purchaser. The Earnest Money Deposit shall be applied to the Purchase Price at the Closing.

2.3 PURCHASER'S DEFAULT AND LIQUIDATED DAMAGES: PURCHASER AND SELLER AGREE THAT SHOULD PURCHASER DEFAULT IN PURCHASER'S OBLIGATION TO PURCHASE THE NEW PARCEL WITHIN THE TIME AND IN THE MANNER SPECIFIED IN THIS AGREEMENT, SELLER SHALL BE RELEASED FROM ALL OBLIGATIONS AT LAW OR IN EQUITY TO CONVEY THE NEW PARCEL TO PURCHASER. PURCHASER AND SELLER AGREE THAT IT WOULD BE IMPRACTICAL OR EXTREMELY DIFFICULT TO FIX THE ACTUAL DAMAGES SUFFERED BY SELLER BECAUSE OF SUCH DEFAULT, THAT THE EARNEST MONEY DEPOSIT AND ANY INTEREST EARNED THEREON SHALL CONSTITUTE A REASONABLE ESTIMATE AND AGREED STIPULATION OF DAMAGES IN THE EVENT OF SUCH DEFAULT BY PURCHASER AND THAT SELLER SHALL HAVE NO OTHER RIGHT OR CAUSE OF ACTION AGAINST PURCHASER FOR DAMAGES OR OTHERWISE ARISING FROM SAID DEFAULT.

Seller's Initials: pht Purchaser's Initials: [Signature]

2.4 Closing Costs. Costs of Escrow shall be paid as follows:

2.4.1 By Seller. Seller will pay one-half (1/2) of customary escrow fees.

2.4.2 By Purchaser. Purchaser will pay one-half (1/2) of customary escrow fees, the cost of any escrow fees attributable to any ancillary money lender's agreement, the cost of any documentary transfer tax, and if Purchaser elects to obtain a standard coverage CLTA title insurance policy ("**Title Policy**") from party ("**Title Insurer**") that provided the Preliminary Reports under the Request for Offers and any additional title coverage or endorsements which Purchaser may desire and any document preparation costs.

No recording fees will be payable with respect to the recording of the Grant Deed, pursuant to Government Code Section 27383. Each party will be responsible for payment of its own attorneys' fees with respect to the negotiation and preparation of this Agreement.

2.5 Definition; Time. The performance by Seller and Purchaser of their respective obligations under this Agreement, delivery of the Purchase Price to Seller by Escrow Holder after recording of the Grant Deed (upon the Title Insurer's commitment to issue the Title Policy to Purchaser) and delivery of possession of the New Parcel to Purchaser shall constitute the closing of the sale (the "**Closing**" or "**Close of Escrow**"). The date of the Closing (the "**Closing Date**") shall be on or before thirty (30) days after (a) satisfaction of the conditions to Seller's obligations to close this transaction described in Section 2.12 below, (b) satisfaction of the conditions to Purchaser's obligations to close this transaction described in Section 2.13 below, and (c) Purchaser obtaining the CUP described in Section 2.15 below, unless extended in writing by the parties herein.

2.6 Real Property Taxes; Closing Prorations and Adjustments. The parties acknowledge that because of Seller's status as a public entity, the Property has not been subject to real property taxation during Seller's period of ownership. Purchaser will become liable for real property taxes and assessments with respect to the New Parcel from and after Close of Escrow, to the extent that such taxes and assessments relate to periods following Close of Escrow. All items of income or expense, if any, shall be prorated according to prevailing local custom in Stanislaus County, California. All prorations are final.

2.7 Payment of Purchase Price. The Purchase Price, less the Earnest Money Deposit (and any accrued interest) and plus or minus any adjustments, credits or prorations provided for herein, shall be paid at the Closing.

2.8 Possession. Possession of the New Parcel shall be delivered to Purchaser at the Closing.

2.9 Escrow. This sale shall be closed through Escrow Holder. This Agreement shall constitute the instructions of the parties to Escrow Holder. Payment of the Purchase Price (after giving Purchaser credit for the Earnest Money Deposit and any accrued interest) and delivery of the Grant Deed and other closing documents shall be made through the Escrow. Each party shall have the right to inspect all documents prior to or at the time of deposit in the Escrow.

2.10 Documents To Be Delivered By Seller At Closing. At the Closing, Seller shall deliver or cause to be delivered to Purchaser through the Escrow, the following, each of which shall be in form reasonably satisfactory to Purchaser:

2.10.1 A duly executed and acknowledged Grant Deed to the New Parcel in the

form attached hereto as Exhibit "C";

2.10.2 All other documents (if any) required to be executed and delivered by Seller; and

2.10.3 Such other instruments and documents as may be reasonably required in order to carry out the purposes of this Agreement.

2.11 Documents To Be Delivered By Purchaser At Closing. At the Closing Purchaser shall deliver through the Escrow, the following, each of which shall be in form reasonably satisfactory to Seller:

2.11.1 The Purchase Price, plus or minus adjustments, credits and prorations provided for herein;

2.11.2 A completed, Preliminary Change of Ownership Report ("PCOR") form, in customary form; and

2.11.3 Such other instruments and documents as may be reasonably required in order to carry out the purpose of this Agreement.

2.12 Conditions to Seller's Obligations. The Closing and Seller's obligations to consummate the transaction contemplated by this Agreement are subject to the satisfaction of the following conditions (or Seller's waiver thereof) which are for Seller's sole benefit, on or prior to the dates designated below for the satisfaction of such conditions, or the Closing in absence of a specified date:

2.12.1 Purchaser's Obligations. As of the Closing, Purchaser shall have timely performed all of the obligations required by the terms of this Agreement to be performed by Purchaser; and

2.12.2 Purchaser's Representations. As of the Closing, all representations and warranties made by Purchaser to Seller in this Agreement and the Offer shall be true and correct as of the Closing.

2.13 Conditions to Purchaser's Obligations. The Closing and Purchaser's obligations to consummate the transaction contemplated by this Agreement are subject to the satisfaction of the following conditions (or Purchaser's waiver thereof) which are for Purchaser's sole benefit, on or prior to the dates designated below for the satisfaction of such conditions, or the Closing in absence of a specified date:

2.13.1 Seller's Obligations. As of the Closing, Seller shall have timely performed all of the obligations required by the terms of this Agreement to be performed by Seller;

2.13.2 Seller's Representations. As of the Closing, all representations and warranties made by Seller to Purchaser in this Agreement shall be true and correct as of the Closing;

2.13.3 Lot Line Adjustment. As of the Closing, Seller shall have obtained a lot line adjustment or subdivision of the Property at Seller's expense to create the New Parcel;

2.13.4 As of the Closing, Seller shall have abandoned the public right-of-way formerly used as the alignment of Grayson Road and Shiloh Road;

2.13.5 As of the Closing, Seller shall have abandoned the easement in favor of Seller for public highway and incidental purposes, recorded August 14, 1877 in Book 16 of Deeds, Page 495 of the Official Records of Stanislaus County (recorded against the Laird Park property, APN 016-026-010);

2.13.6 As of the Closing, Seller shall have abandoned the easement in favor of Seller for public access and incidental purposes, recorded October 19, 1965 in Book 2062, Page 636 of the Official Records of Stanislaus County (recorded against the Laird Park property, APN 016-026-010);

2.13.7 As of the Closing, Seller shall have completed the decommissioning of the Wastewater Treatment Facility, including removal of sludge and other biosolids, as more fully described in Section 4 of the June 2014 Engineering Report produced for Seller by Blackwater Consulting Engineers, Inc. that was attached to the Request for Offers ("**Blackwater Report**"). Seller shall provide to Purchaser or its designee copies of results and analyses of any soil and water tests conducted during such decommissioning, and such further documentation that may be provided to Seller by its decommissioning contractor and by the Regional Water Quality Control Board upon the completion of decommissioning. Should the Regional Water Quality Control Board require any monitoring of or further closeout activities related to the Property beyond the decommissioning process described in the Request for Offers documentation: (1) Seller and Purchaser agree not to delay the Closing to accomplish the final monitoring and/or closeout activities; (2) Seller agrees to undertake such additional monitoring and/or closeout activities; and (3) Purchaser agrees to cooperate in the performance of such monitoring and/or closeout activities and to allow Seller whatever access to the New Parcel is necessary to perform such additional monitoring and/or closeout activities; and

2.13.8 As of the Closing, Seller shall have completed the demolition of improvements on the Property known as Barracks #4, the guard station building, and the paint booth inside the maintenance shop building, as more fully described as Existing Structures "L", "J" and "E", respectively, on p. 33 of the Blackwater Report.

2.14 Electronic Signatures. Escrow Holder is authorized to accept electronically signed documents; provided, however, that any documents recorded (such as the Grant Deed) must bear original signatures and notarizations. Escrow Holder will notify Seller and Purchaser regarding any other documents as to which it may require original signatures.

2.15 Conditional Use Permit. Within sixty (60) days of execution of this Agreement, Purchaser shall submit an Application for a Conditional Use Permit ("Application") to the County's Planning Department. Such Application shall seek to allow the operation of a recreational camp and related uses by Purchaser. Purchaser shall promptly comply with all requests for additional information in connection with such Application and shall attend any and all necessary hearings and perform such other acts and provide such other documentation as

may be required in the Application process. If Purchaser's Application for a Conditional Use Permit is not granted, after exhaustion of any administrative appeal process desired by Purchaser, then the Parties hereto agree that this Agreement for Purchase and Sale shall terminate by its own terms and without the fault of either party. In such a case, Purchaser's Earnest Money Deposit (and any accrued interest) shall be returned to Purchaser.

ARTICLE 3 REPRESENTATIONS AND WARRANTIES

3.1 Seller's Representations and Warranties. Seller is selling the New Parcel "**AS-IS**" with all faults, but represents and warrants to Purchaser as follows:

3.1.1 Authority. Seller has full power and authority to sell, convey and transfer the New Parcel as provided for in this Agreement and this Agreement is binding and enforceable against Seller.

3.1.2 Hazardous Materials. Except as expressly set forth in the documentation that accompanied Seller's Request for Offers, to Seller's actual knowledge, Seller has not caused any Hazardous Materials to be placed or disposed of on or at the Property or any part thereof in any manner or quantity that would constitute a violation of any Environmental Laws, nor has Seller received any written notices that the Property is in violation of any Environmental Laws. As used herein, (a) the term "**Hazardous Materials**" shall mean any hazardous, toxic or dangerous substance, material, waste, gas or particulate matter which is defined as such for purposes of regulation by any local government authority, the State of California, or the United States Government, including, but not limited to, any material or substance which is (i) defined as a "hazardous waste," "hazardous material," "hazardous substance," "extremely hazardous waste," or "restricted hazardous waste" under any provision of California law, (ii) petroleum, (iii) asbestos, (iv) polychlorinated biphenyl, (v) radioactive material, (vi) designated as a "hazardous substance" pursuant to Section 311 of the Clean Water Act, 33 U.S.C. Sec. 1251 et seq. (33 U.S.C. Sec. 1317), (vii) defined as a "hazardous waste" pursuant to Section 1004 of the Resource Conservation and Recovery Act, 42 U.S.C. Sec. 6901 et seq. (42 U.S.C. Sec. 6903), or (viii) defined as a "hazardous substance" pursuant to Section 101 of the Comprehensive Environmental Response, Compensation, and Liability Act, 42 U.S.C. Sec. 9601 et seq. (42 U.S.C. Sec. 9601); and (b) the term "**Environmental Laws**" shall mean all statutes specifically described in the definition of "**Hazardous Materials**" and all other federal, state or local laws, regulations or orders relating to or imposing liability or standards of conduct concerning any Hazardous Materials. For purposes of this and the following Section, "Seller's actual knowledge" shall mean and be limited to the actual (and not imputed, implied or constructive) current knowledge of the County and the Offer Agency obtained by having received written notice of the fact or matter at issue.

3.1.3 Miscellaneous. To Seller's actual knowledge, (a) there are no violations of any laws or regulations applicable to the New Parcel, and (b) there are not pending any special assessments or condemnation actions or other legal actions with respect to the New Parcel. Seller shall not permit any encumbrances to be recorded against title to the New Parcel other than those reflected in the Preliminary Reports provided by Seller as part of the Request for Offers.

3.2 Purchaser's Representations and Warranties. Except as expressly set forth in this Agreement, Purchaser is relying upon no warranties, express or implied, oral or written, from Seller regarding the Property and, upon Close of Escrow, Purchaser will have accepted the New Parcel as-is, with all faults. Purchaser represents and warrants to Seller as follows:

3.2.1. **Agreements.** Neither the execution and delivery of this Agreement by Purchaser nor the consummation of the transactions contemplated hereby will result in any breach or violation of or default under any judgment, decree, order, mortgage, lease, agreement, indenture or other instrument to which Purchaser is a party.

3.2.2 **Authority.** Purchaser has full power and authority to execute this Agreement and purchase the Property as provided for in this Agreement and this Agreement is binding and enforceable against Purchaser.

3.2.3 **As-Is Acquisition.** PURCHASER ACKNOWLEDGES AND AGREES THAT, EXCEPT AS OTHERWISE SPECIFICALLY PROVIDED HEREIN OR IN THE REQUEST FOR OFFERS, SELLER HAS NOT MADE, DOES NOT MAKE AND SPECIFICALLY NEGATES AND DISCLAIMS ANY REPRESENTATIONS, WARRANTIES, PROMISES, COVENANTS, AGREEMENTS OR GUARANTIES OF ANY KIND OR CHARACTER WHATSOEVER, WHETHER EXPRESS OR IMPLIED, ORAL OR WRITTEN, PAST, PRESENT OR FUTURE, OF, AS TO, CONCERNING OR WITH RESPECT TO (I) VALUE; (II) THE INCOME TO BE DERIVED FROM THE NEW PARCEL; (III) THE NATURE, QUALITY OR CONDITION OF THE NEW PARCEL, INCLUDING, WITHOUT LIMITATION, THE WATER, SOIL AND GEOLOGY; (IV) THE COMPLIANCE OF OR BY THE NEW PARCEL OR ITS OPERATION WITH ANY LAWS, RULES, ORDINANCES OR REGULATIONS OF ANY APPLICABLE GOVERNMENTAL AUTHORITY OR BODY; (V) COMPLIANCE WITH ANY ENVIRONMENTAL PROTECTION, POLLUTION OR LAND USE LAWS, RULES, REGULATION, ORDERS OR REQUIREMENTS, INCLUDING BUT NOT LIMITED TO, TITLE III OF THE AMERICANS WITH DISABILITIES ACT OF 1990, CALIFORNIA HEALTH & SAFETY CODE, THE FEDERAL WATER POLLUTION CONTROL ACT, THE FEDERAL RESOURCE CONSERVATION AND RECOVERY ACT, THE U.S. ENVIRONMENTAL PROTECTION AGENCY REGULATIONS AT 40 C.F.R., PART 261, THE COMPREHENSIVE ENVIRONMENTAL RESPONSE, COMPENSATION AND LIABILITY ACT OF 1980, AS AMENDED, THE RESOURCE CONSERVATION AND RECOVERY ACT OF 1976, THE CLEAN WATER ACT, THE SAFE DRINKING WATER ACT, THE HAZARDOUS MATERIALS TRANSPORTATION ACT, THE TOXIC SUBSTANCE CONTROL ACT, AND REGULATIONS PROMULGATED UNDER ANY OF THE FOREGOING; (VI) THE PRESENCE OR ABSENCE OF HAZARDOUS MATERIALS AT, ON, UNDER, OR ADJACENT TO THE NEW PARCEL; (VII) THE CONTENT, COMPLETENESS OR ACCURACY OF ANY DUE DILIGENCE MATERIALS DELIVERED BY SELLER TO PURCHASER OR PRELIMINARY REPORT REGARDING TITLE; (VIII) DEFICIENCY OF ANY UNDERSHORING; (IX) DEFICIENCY OF ANY DRAINAGE; (X) THE FACT THAT ALL OR A PORTION OF THE NEW PARCEL MAY BE LOCATED ON OR NEAR AN EARTHQUAKE FAULT LINE OR A FLOOD ZONE; OR (XI) WITH RESPECT TO ANY OTHER MATTER. PURCHASER FURTHER ACKNOWLEDGES AND AGREES THAT IT HAS OR WILL HAVE BEEN GIVEN THE OPPORTUNITY TO INSPECT THE NEW PARCEL AND REVIEW INFORMATION AND DOCUMENTATION AFFECTING THE NEW PARCEL, AND THAT, EXCEPT FOR SELLER'S EXPRESS REPRESENTATIONS AND WARRANTIES CONTAINED HEREIN, PURCHASER IS RELYING SOLELY ON ITS OWN INVESTIGATION OF THE NEW PARCEL AND REVIEW OF SUCH INFORMATION AND DOCUMENTATION, AND NOT ON ANY INFORMATION PROVIDED OR TO BE PROVIDED BY

SELLER. PURCHASER FURTHER ACKNOWLEDGES AND AGREES THAT ANY INFORMATION MADE AVAILABLE TO PURCHASER OR PROVIDED OR TO BE PROVIDED BY OR ON BEHALF OF SELLER WITH RESPECT TO THE NEW PARCEL WAS OBTAINED FROM A VARIETY OF SOURCES AND THAT SELLER HAS NOT MADE ANY INDEPENDENT INVESTIGATION OR VERIFICATION OF SUCH INFORMATION AND MAKES NO REPRESENTATIONS AS TO THE ACCURACY OR COMPLETENESS OF SUCH INFORMATION. PURCHASER AGREES TO FULLY AND IRREVOCABLY RELEASE ALL SUCH SOURCES OF INFORMATION AND PREPARERS OF INFORMATION AND DOCUMENTATION AFFECTING THE NEW PARCEL WHICH WERE RETAINED BY SELLER FROM ANY AND ALL CLAIMS THAT IT MAY NOW HAVE OR HEREAFTER ACQUIRE AGAINST SUCH SOURCES AND PREPARERS OF INFORMATION FOR ANY COSTS, LOSS, LIABILITY, DAMAGE, EXPENSE, DEMAND, ACTION OR CAUSE OF ACTION ARISING FROM SUCH INFORMATION OR DOCUMENTATION. EXCEPT FOR SELLER'S EXPRESS REPRESENTATIONS AND WARRANTIES CONTAINED IN SECTION 3.1 ABOVE, SELLER IS NOT LIABLE OR BOUND IN ANY MANNER BY ANY ORAL OR WRITTEN STATEMENTS, REPRESENTATIONS OR INFORMATION PERTAINING TO THE NEW PARCEL, OR THE OPERATION THEREOF, FURNISHED BY ANY REAL ESTATE BROKER, AGENT, EMPLOYEE, SERVANT OR OTHER PERSON. PURCHASER FURTHER ACKNOWLEDGES AND AGREES THAT TO THE MAXIMUM EXTENT PERMITTED BY LAW, EXCEPT FOR SELLER'S EXPRESS REPRESENTATIONS AND WARRANTIES CONTAINED IN SECTION 3.1 ABOVE, THE SALE OF THE PROPERTY AS PROVIDED FOR HEREIN IS MADE ON AN "AS IS" CONDITION AND BASIS WITH ALL FAULTS, AND THAT SELLER HAS NO OBLIGATIONS TO MAKE REPAIRS, REPLACEMENTS OR IMPROVEMENTS EXCEPT AS MAY OTHERWISE BE EXPRESSLY STATED HEREIN. PURCHASER REPRESENTS, WARRANTS AND COVENANTS TO SELLER THAT, EXCEPT FOR SELLER'S EXPRESS REPRESENTATIONS AND WARRANTIES SPECIFIED IN THIS AGREEMENT, PURCHASER IS RELYING SOLELY UPON PURCHASER'S OWN INVESTIGATION OF THE NEW PARCEL.

3.2.4 **General Waiver.** With respect to the waivers and releases set forth in Section 3.2.3, above, Purchaser expressly waives any of its rights granted under 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 or her favor at the time of executing the release, which if known by him or her must have materially affected his or her settlement with the debtor."


Purchaser's Initials

ARTICLE 4 DEFAULTS; REMEDIES

4.1 Purchaser's Default. If the transaction contemplated hereby does not close by reason of a default by Purchaser in any of the terms hereof, then Seller may, as its sole option and in lieu of any and all other legal and equitable remedies which Seller may have hereunder for failure by Purchaser to timely close the transaction contemplated hereby, receive all Earnest Money Deposit, including any interest earned thereon, deposited to the date of such default, as liquidated damages, pursuant to Section 2.3 hereof. In addition, Seller may pursue against Purchaser any and all other rights and remedies available at law or in equity to obtain from

Purchaser copies of all soil tests, environmental studies, and other tests and studies pertaining to the Property obtained by Purchaser prior to Closing.

4.2 Seller's Default. If the transaction contemplated hereby does not close by reason of a default by Seller in any of the terms hereof, then Purchaser may terminate this Agreement and pursue against Seller an action to compel Seller's specific performance of this Agreement. In no event shall Seller be liable to Purchaser for indirect or consequential damages, including, without limitation, any loss or damage suffered by Purchaser in connection with any lost profit or other agreement or understanding with any third party for the use, lease or purchase of the New Parcel.

ARTICLE 5 MISCELLANEOUS

5.1 Notices. All notices and other communications which are required to be, or which may be given under this Agreement shall be in writing, and shall be delivered at the addresses set out hereinbelow. Notice may be given by personal delivery, recognized overnight courier, by United States mail or by facsimile transmission in the manner set forth below. Notice shall be deemed to have been duly given (a) if by personal delivery, on the first to occur of the date of actual receipt or refusal of delivery by any person at the intended address, (b) if by overnight courier, on the first (1st) Business Day after being delivered to a recognized overnight courier, (c) if by mail, on the third (3rd) Business Day after being deposited in the United States mail, certified or registered mail, return receipt requested, postage prepaid, or (d) by facsimile transmission shall be deemed to have been given on the next Business Day after being transmitted, as evidenced by the confirmation slip generated by the sender's facsimile machine (provided the notice is also sent by regular mail) addressed as follows:

If to Seller: County of Stanislaus
1010 Tenth Street, Suite 6800
Modesto, CA 95353
Attn: Patricia Hill Thomas
Telephone: (209) 609-4334
Fax: (209) 544-6226

With a copy to: Burke, Williams & Sorensen, LLP
1901 Harrison Street -- Suite 900
Oakland, CA 94612
Attn: Deirdre Joan Cox, Esq.
Telephone: (510) 273-8780
Fax: (510) 839-9104

If to Purchaser: Camp Taylor, Inc.
5424 Pirrone Road
Salida, Ca 95368
Attn: Kimberlie Gamino
Telephone: (209) 545-4715
Fax: (209) 543-1861

With a copy to: Centerra Capital, Inc.
P.O. Box 3324
Modesto, CA 95353
Attn: Paul B. Draper
Telephone: (209) 522-1532 x115
Fax: (209) 522-0846

or to such other address as either party may from time to time specify as its address for the receipt of notices hereunder, in a notice to the other party. Notices given by an attorney shall be deemed to constitute notice from that party.

5.2 Assignment. Purchaser may not assign or pledge any of its rights hereunder without the prior written consent of Seller. Subject to the foregoing, this Agreement shall be binding upon the parties hereto and each of their successors and assigns.

5.3 Joint and Several Liability. If Purchaser is more than one person or entity, then all obligations and/or liabilities of Purchaser set forth herein or arising hereunder shall be the joint and several obligations and/or liabilities of each party constituting Purchaser.

5.4 Entire Agreement. This Agreement and Purchaser's Offer collectively embody the entire understanding of the parties and there are no further or other agreements or understandings, written or oral, in effect between the parties relating to the subject matter hereof except as may be set forth in writing executed by both parties contemporaneously with or subsequent to this Agreement.

5.5 Severability. If any term or provision of this Agreement or any application thereof shall be invalid or unenforceable, the remainder of this Agreement and other applications thereof shall not be affected thereby.

5.6 Captions; Number. The captions contained in this Agreement are for the convenience of reference only, and shall not affect the meaning, interpretation or construction of this Agreement. As used in this Agreement, the singular form shall include the plural and the plural shall include the singular, to the extent that the context renders it appropriate.

5.7 Counterparts. This Agreement may be executed in two or more counterparts, each of which shall be deemed to be an original and all of which together shall be deemed to be one and the same instrument.

5.8 Governing Law. This Agreement has been executed and delivered, and is to be performed, in the State of California, and this Agreement and all rights, obligations and liabilities hereunder shall be governed by, and construed in accordance with, the internal laws of the State of California. Purchaser hereby irrevocably waives any objection that it may now or hereafter have to the laying of venue of any suit, action or proceeding arising out of or relating to this Agreement brought in any federal or state court sitting in Stanislaus County, California.

5.9 Time of the Essence. Time is of the essence of this Agreement.

5.10 Modification. The provisions of this Agreement may not be amended, changed

or modified orally, but only by an agreement in writing signed by the party against whom any amendment, change or modification is sought.

5.11 Waiver. Except as otherwise expressly provided in this Agreement, no waiver by a party of any breach of this Agreement or of any warranty or representation hereunder by the other party shall be deemed to be a waiver of any other breach by such other party (whether preceding or succeeding and whether or not of the same or similar nature) and no acceptance of payment or performance by a party after any breach by the other party shall be deemed to be a waiver of any breach of this Agreement or of any representation or warranty hereunder by such other party whether or not the first party knows such breach at the time it accepts such payment or performance. Except as otherwise expressly provided in this Agreement, no failure or delay by a party to exercise any right it may have by reason of the default of the other party shall operate as a waiver of default or modification of this Agreement or shall prevent the exercise of any right by the first party while the other party continues to be so in default.

5.12 Business Days. Except as otherwise provided in this Agreement, if any date specified in this Agreement for the Closing Date or for commencement or expiration of time periods for termination or approvals or for notice occurs on a day other than a Business Day, then any such date shall be postponed to the following Business Day. As used herein, "**Business Day**" shall mean any day other than a Saturday, Sunday, a holiday observed by national banks or a day that is a non-working day for Seller.

5.13 Attorney Fees. In the event of any dispute arising out of the enforcement or interpretation of this Agreement, the prevailing party shall be entitled to reasonable attorney fees and costs.

5.14 Future Easements/Access Agreement. In general, Seller and Purchaser agree to be good neighbors and cooperate with one another as necessary to allow each other the access necessary for maintenance and emergency services.

5.14.1 Easements for Purchaser. The New Parcel is presently served by utility services and domestic well water that traverse or are located within Laird Regional Park. Seller and Purchaser will create and record access and maintenance easements for the necessary domestic utilities to serve the New Parcel with no impact to the operation of Laird Regional Park.

5.14.2 Easement for Seller. The parties will negotiate and record an access agreement between the New Parcel and Seller's adjacent property to grant Seller vehicular access to the 19.5 acre peninsula portion of Laird Regional Park created by the lot line adjustment at the southern end of the Property for maintenance and fire support activities.

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

SELLER:

COUNTY OF STANISLAUS

By: Patricia Hill Thomas

Patricia Hill Thomas (Name)

Chief Operations Officer (Title)
Assistant Executive Officer

Approved as to Form:

By: John P. Doering
JOHN P. DOERING
County Counsel

PURCHASER:

CAMP TAYLOR, INC., a California nonprofit public benefit corporation

By: Kimberlie Gamino
Kimberlie Gamino
Executive Director & Founder

Approved as to Form:

By: _____
Michael A. Rein, Attorney for Purchaser

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

SELLER:

COUNTY OF STANISLAUS

By: _____

_____ (Name)

_____ (Title)

Approved as to Form:

By: _____

JOHN P. DOERING
County Counsel

PURCHASER:

CAMP TAYLOR, INC., a California nonprofit public benefit corporation

By: _____

Kimberlie Gamino
Executive Director & Founder

Approved as to Form:

By: Michael A. Rein
Michael A. Rein, Attorney for Purchaser

EXHIBIT "A"
Legal Description of the Property

[ATTACHED]

EXHIBIT "A"
BEFORE LOT LINE ADJUSTMENT

PARCEL 1:

A parcel of land situate in Section 30, Township 4 South, Range 8 East, Mount Diablo Meridian, said parcel being a portion of the Virgil Cockrel and Willie May Cockrel property as described in deed recorded August 01, 1947, as Instrument No. 20503 Stanislaus County Records, State of California, said parcel particularly described as follows:

COMMENCING at the Northwest corner of the said Section 30; thence South 0°39'40" West along the West line of the said section a distance of 957.36 feet to **THE POINT OF BEGINNING**; thence South 89°20'20" East 45.00 feet; thence North 0°39'40" East 148.16 feet; thence Northeasterly an arc distance of 62.68 feet along a tangent curve concave to the Southeast subtended by an angle of 45°27'35", having a radius of 79.00 feet; thence North 46°07'15" East 495.26 feet; thence Northeasterly an arc distance of 190.62 feet along tangent curve concave to the Southeast, subtended by an angle 8°03'27", having a radius of 1,355.00 feet; thence South 0°39'40" West 1196.17 feet along the East line of the aforesaid Cockrel property; thence South 65°52'40" West 408.25 feet along the South line of said property to a point on the United State Meander line; thence South 37°47'40" West along said Meander line a distance of 330.00 feet more or less to the West line of said Section 30; thence North 0°39'40" East about 956.00 feet along said section line, to **THE POINT OF BEGINNING**.

EXCEPTING and **RESERVING** therefrom an undivided one-half interest in and to any and all Oil, Gas, Petroleum and any other minerals therein and thereunder as excepted and reserved in the deed from Walter McClesky and Amilda McClesky, husband and wife, dated August 01, 1947 and recorded August 01, 1947 in Volume 902 of Official Records, Page 492.

APN: 017-060-002

CONTAINING an area of 13.94 acres more or less.

SUBJECT to all easements and/or rights of way of record.

EXHIBIT "A"
BEFORE LOT LINE ADJUSTMENT

PARCEL 2:

All that portion of Section 30, Township 4 South, Range 8 East, Mount Diablo Meridian, Stanislaus County, State of California, more particularly described as follows:

BEGINNING at a point where the United States Meander line intersects the West line of said Section 30, said point being 29 chains South of the Northwest corner of said Section 30 and being the Southwest corner of Lot 1 of same section; thence Northeast along the Meander line 111.00 feet; thence South 217.00 feet to the Northern Bank of the River; thence West along said River Bank 149.00 feet to the West line of said Section 30; thence North 190.00 feet to **THE POINT OF BEGINNING**.

APN: 017-060-013

CONTAINING an area of 0.51 acres more or less.

SUBJECT to all easements and/or rights of way of record.

EXHIBIT "A"
BEFORE LOT LINE ADJUSTMENT

PARCEL 3:

All that portion of Section 25, Township 4 South, Range 7 East, Mount Diablo Meridian, lying south of a line commencing 74 Rods South of the Northeast corner of said Section 25; thence West to the East end of Laird's Slough Bridge; thence Southwest to the center of the Slough, being all of Swamp and Overflowed Land Survey No. 215 and No. 216, lying North of the San Joaquin River and East of the center line of Laird's Slough, and a fraction of land lying North of same and South of Road leading to Grayson.

APN: 016-026-010

CONTAINING an area of 97.00 acres (per Assessor's Map) more or less.

SUBJECT to all easements and/or rights of way of record.

EXHIBIT "B"
AFTER LOT LINE ADJUSTMENT (PRELIMINARY)

PARCEL 1:

A parcel of land situate in Section 30, Township 4 South, Range 8 East, Mount Diablo Meridian, Stanislaus County, State of California, more particularly described as follows:

BEGINNING at a point on the Southerly line of Grayson Road that distance 45.00 feet at right angles to the center line of said Grayson Road and bears South 07°09'29" West 920.98 feet from the Northeast corner of said Section 25, also said point is on a curve concave to the Northwest having a radial bearing of North 39°08'54" West and a radius of 1645.00 feet; thence Northeasterly along said Southerly line and curve an arc distance of 135.83 feet through a central angle of 4°43'51"; thence continue along said Southerly line North 46°07'15" East 596.43 feet to a curve concave to the Southeast having a radius of 1355.00 feet; thence Northeasterly along said curve an arc distance of 191.55 feet having a central angle of 8°05'59" to the Northeast corner of the property as described in Document No. 887 dated January 10, 1966, Stanislaus County Records; thence South 0°39'40" West 1196.74 feet along the East line of said property and Virgil Cockrel and Willie May Cockrel property as described in Deed recorded August 01, 1947 as Instrument No. 20503, Stanislaus County Records; thence South 65°52'40" West 408.25 feet along the South line of said property to a point on the United State Meander line; thence South 37°13'08" West along said Meander line a distance of 218.29; thence South 16°35'43" East 217.00 feet; thence South 61°47'46" West 149.00 feet; thence North 00°47'53" East 42.86 feet to the Northerly line of San Joaquin River as being bounded by the (unknown) Mean High Water Mark Elevation line; thence along said Northerly line of San Joaquin River the following two (2) approximate courses: 1) South 48°06'14" West 33.33 feet; 2) South 70°17'16" West 321.35 feet; thence leaving said Northerly line of San Joaquin River North 15°15'11" West 570.83 feet; thence North 42°53'06" East 80.72 feet; thence North 56°38'50" East 123.02 feet; thence North 72°45'31" East 78.01 feet; thence North 20°51'05" West 30.58 feet; thence North 72°05'32" East 45.93 feet; thence North 17°22'51" West 69.30 feet; thence North 73°26'59" East 204.48 feet to a non-tangent curve concave to the East having a radial bearing of North 77°57'27" East and a radius of 220.00 feet; thence Northerly along said curve having a central angle of 35°57'17" an arc distance of 138.06 feet to point of reverse curve concave to the Northwest having a radius of 260.00 feet; thence along said curve having a central angle of 24°12'57" an arc distance of 109.89 feet; thence North 00°18'13" West 114.61 feet; thence North 16°46'10" West 19.40 feet; thence South 80°39'38" West 50.09 feet; thence North 39°08'12" West 55.33 feet to **THE POINT OF BEGINNING**

CONTAINING an area of 22.00 acres more or less.

SUBJECT to all easements and/or rights of way of record.

The Basis of Bearing is a course of North 00°39'40" East along the Westerly line of said Section 30, Township 4 South, Range 8 East, Mount Diablo Meridian, Stanislaus County as shown on Stanislaus County Survey No. 1596 dated February 1966.

Note: this description is preliminary and subject to revisions, and the acreage is approximate since the Southerly boundary along the North line of the River is not determined, the lower top of the bank at the Westerly part was used for acreage computations.

EXHIBIT "B"
AFTER LOT LINE ADJUSTMENT (PRELIMINARY)

PARCEL 2:

All that portion of Section 25, Township 4 South, Range 7 East, Mount Diablo Meridian, lying south of a line commencing 74 Rods South of the Northeast corner of said Section 25; thence West to the East end of Laird's Slough Bridge; thence Southwest to the center of the Slough, being all of Swamp and Overflowed Land Survey No. 215 and No. 216, lying North of the San Joaquin River and East of the center line of Laird's Slough, and a fraction of land lying North of same and South of Road leading to Grayson, all lying Southerly of the Southerly line of said Grayson Road as distance 45.00 feet at right angles from the center line of Grayson Road, Northerly and Easterly of the Northerly line of San Joaquin River as being bounded by the unknown Mean High Water Mark Elevation, and Westerly of the following described line:

BEGINNING at a point on the Southerly line of Grayson Road that distance 45.00 feet at right angles to the center line of said Grayson Road and bears South 07°09'29" West 920.98 feet from the Northeast corner of said Section 25, also said point is on a curve concave to the Northwest having a radial bearing of North 39°08'54" West and a radius of 1645.00 feet; thence South 39°08'12" East 55.33 feet; thence North 80°39'38" East 50.09 feet; thence South 16°46'10" East 19.40 feet; thence South 0°18'13" East 114.61 feet to a curve concave to the Northwest having a radius of 260.00 feet; thence along said curve having a central angle of 24°12'57" an arc distance of 109.89 feet to a point of reversed curve concave to the East having a radius of 220.00 feet; thence along said curve having a central angle of 35°57'15" an arc distance of 138.05 feet; thence South 73°26'59" West 204.48 feet; thence South 17°22'51" East 69.30 feet; thence South 72°05'32" West 45.93 feet; thence South 20°51'05" East 30.58 feet; thence South 72°45'31" West 78.01 feet; thence South 56°38'50" West 123.02 feet; thence South 42°53'06" West 80.72 feet; thence South 15°15'11" East 570.83 to said Northerly line of San Joaquin River as being bounded by the unknown Mean High Water Mark Elevation line and **THE POINT OF TERMINATION**.

CONTAINING an area of 89.42 acres more or less.

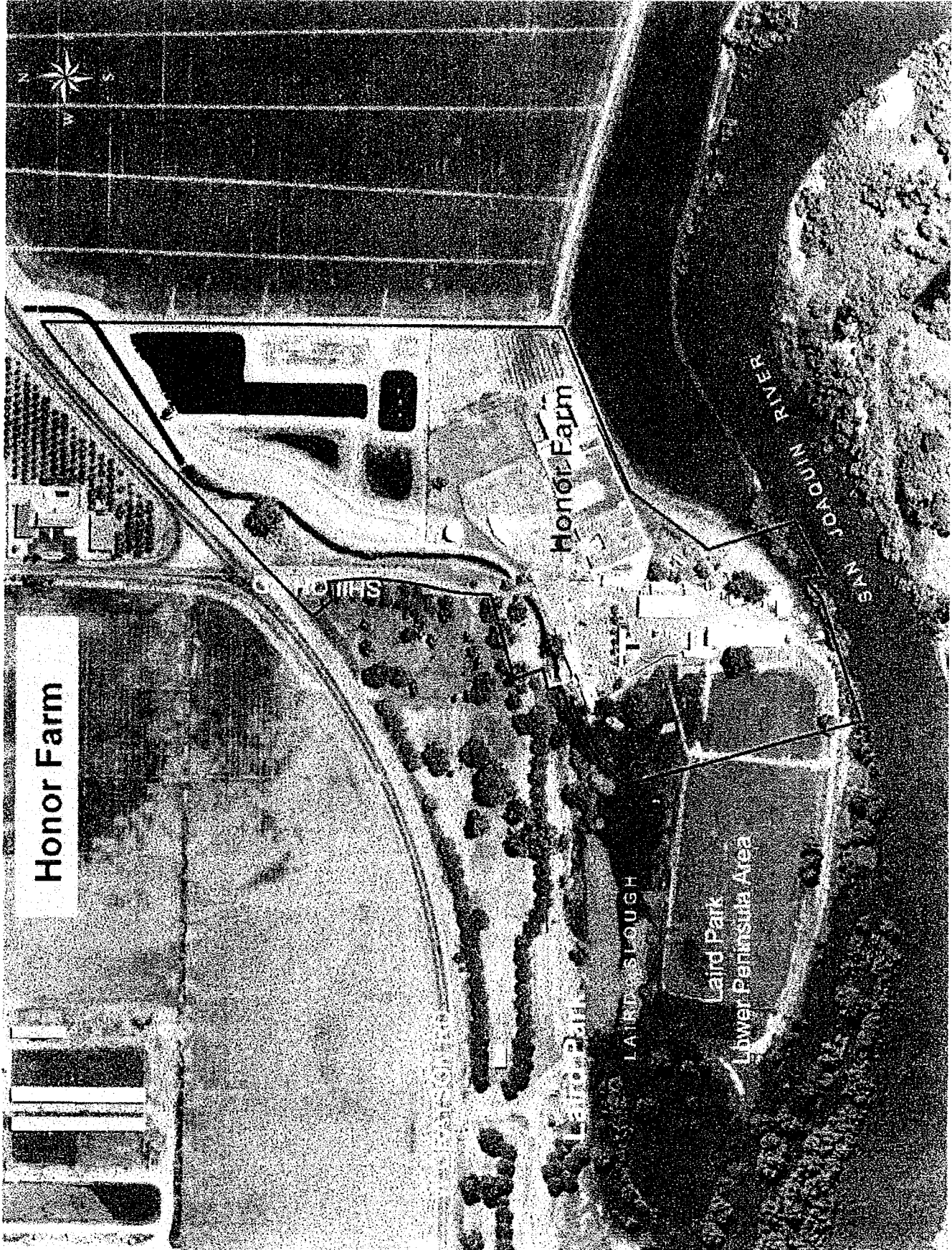
SUBJECT to all easements and/or rights of way of record.

The Basis of Bearing is a course of North 00°39'40" East along the Westerly line of said Section 30, Township 4 South, Range 8 East, Mount Diablo Meridian, Stanislaus County as shown on Stanislaus County Survey No. 1596 dated February 1966.

Note: this description is preliminary and subject to revisions, and the acreage is approximate since the Southerly and the Westerly boundary along the North line of the River is not determined, the lower top of the bank was used for acreage computations.

EXHIBIT "B"
Depiction of the New Parcel

[Attached]



Honor Farm

Honor Farm

Laird Park

LAIRD SLOUGH

Laird Park
Lower Peninsula Area

SAN JOAQUIN RIVER



EXHIBIT "C"
Grant Deed

RECORDING REQUESTED BY

WHEN RECORDED MAIL TO:

Exempt from Recording Fees per Govt. Code §27383
DOCUMENTARY TRANSFER TAX STATEMENT
BY SEPARATE DECLARATION

GRANT DEED

FOR VALUE RECEIVED, receipt of which is hereby acknowledged, the COUNTY OF STANISLAUS, a general law county ("Grantor") hereby grants to Camp Taylor, a nonprofit public benefit corporation ("Grantee") all that certain real property situated in the City of Modesto, County of Stanislaus, State of California, more fully described in EXHIBIT "1" attached hereto and incorporated herein by this reference.

Dated: _____
county

COUNTY OF STANISLAUS, a general law

By: _____

(Name)
(Title)

ACKNOWLEDGMENT

STATE OF CALIFORNIA)

COUNTY OF STANISLAUS)

On _____ before me, _____ (here insert name and title of the officer), personally appeared _____, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature _____ (Seal)

EXHIBIT "1" TO GRANT DEED

Legal Description

[ATTACHED]

EXHIBIT "A"
BEFORE LOT LINE ADJUSTMENT

PARCEL 1:

A parcel of land situate in Section 30, Township 4 South, Range 8 East, Mount Diablo Meridian, said parcel being a portion of the Virgil Cockrel and Willie May Cockrel property as described in deed recorded August 01, 1947, as Instrument No. 20503 Stanislaus County Records, State of California, said parcel particularly described as follows:

COMMENCING at the Northwest corner of the said Section 30; thence South 0°39'40" West along the West line of the said section a distance of 957.36 feet to **THE POINT OF BEGINNING**; thence South 89°20'20" East 45.00 feet; thence North 0°39'40" East 148.16 feet; thence Northeasterly an arc distance of 62.68 feet along a tangent curve concave to the Southeast subtended by an angle of 45°27'35", having a radius of 79.00 feet; thence North 46°07'15" East 495.26 feet; thence Northeasterly an arc distance of 190.62 feet along tangent curve concave to the Southeast, subtended by an angle 8°03'27", having a radius of 1,355.00 feet; thence South 0°39'40" West 1196.17 feet along the East line of the aforesaid Cockrel property; thence South 65°52'40" West 408.25 feet along the South line of said property to a point on the United State Meander line; thence South 37°47'40" West along said Meander line a distance of 330.00 feet more or less to the West line of said Section 30; thence North 0°39'40" East about 956.00 feet along said section line, to **THE POINT OF BEGINNING**.

EXCEPTING and **RESERVING** therefrom an undivided one-half interest in and to any and all Oil, Gas, Petroleum and any other minerals therein and thereunder as excepted and reserved in the deed from Walter McClesky and Amilda McClesky, husband and wife, dated August 01, 1947 and recorded August 01, 1947 in Volume 902 of Official Records, Page 492.

APN: 017-060-002

CONTAINING an area of 13.94 acres more or less.

SUBJECT to all easements and/or rights of way of record.

EXHIBIT "A"
BEFORE LOT LINE ADJUSTMENT

PARCEL 2:

All that portion of Section 30, Township 4 South, Range 8 East, Mount Diablo Meridian, Stanislaus County, State of California, more particularly described as follows:

BEGINNING at a point where the United States Meander line intersects the West line of said Section 30, said point being 29 chains South of the Northwest corner of said Section 30 and being the Southwest corner of Lot 1 of same section; thence Northeast along the Meander line 111.00 feet; thence South 217.00 feet to the Northern Bank of the River; thence West along said River Bank 149.00 feet to the West line of said Section 30; thence North 190.00 feet to THE POINT OF BEGINNING.

APN: 017-060-013

CONTAINING an area of 0.51 acres more or less.

SUBJECT to all easements and/or rights of way of record.

EXHIBIT "A"
BEFORE LOT LINE ADJUSTMENT

PARCEL 3:

All that portion of Section 25, Township 4 South, Range 7 East, Mount Diablo Meridian, lying south of a line commencing 74 Rods South of the Northeast corner of said Section 25; thence West to the East end of Laird's Slough Bridge; thence Southwest to the center of the Slough, being all of Swamp and Overflowed Land Survey No. 215 and No. 216, lying North of the San Joaquin River and East of the center line of Laird's Slough, and a fraction of land lying North of same and South of Road leading to Grayson.

APN: 016-026-010

CONTAINING an area of 97.00 acres (per Assessor's Map) more or less.

SUBJECT to all easements and/or rights of way of record.

EXHIBIT "B"
AFTER LOT LINE ADJUSTMENT (PRELIMINARY)

PARCEL 1:

A parcel of land situate in Section 30, Township 4 South, Range 8 East, Mount Diablo Meridian, Stanislaus County, State of California, more particularly described as follows:

BEGINNING at a point on the Southerly line of Grayson Road that distance 45.00 feet at right angles to the center line of said Grayson Road and bears South 07°09'29" West 920.98 feet from the Northeast corner of said Section 25, also said point is on a curve concave to the Northwest having a radial bearing of North 39°08'54" West and a radius of 1645.00 feet; thence Northeasterly along said Southerly line and curve an arc distance of 135.83 feet through a central angle of 4°43'51"; thence continue along said Southerly line North 46°07'15" East 596.43 feet to a curve concave to the Southeast having a radius of 1355.00 feet; thence Northeasterly along said curve an arc distance of 191.55 feet having a central angle of 8°05'59" to the Northeast corner of the property as described in Document No. 887 dated January 10, 1966, Stanislaus County Records; thence South 0°39'40" West 1196.74 feet along the East line of said property and Virgil Cockrel and Willie May Cockrel property as described in Deed recorded August 01, 1947 as Instrument No. 20503, Stanislaus County Records; thence South 65°52'40" West 408.25 feet along the South line of said property to a point on the United State Meander line; thence South 37°13'08" West along said Meander line a distance of 218.29; thence South 16°35'43" East 217.00 feet; thence South 61°47'46" West 149.00 feet; thence North 00°47'53" East 42.86 feet to the Northerly line of San Joaquin River as being bounded by the (unknown) Mean High Water Mark Elevation line; thence along said Northerly line of San Joaquin River the following two (2) approximate courses: 1) South 48°06'14" West 33.33 feet; 2) South 70°17'16" West 321.35 feet; thence leaving said Northerly line of San Joaquin River North 15°15'11" West 570.83 feet; thence North 42°53'06" East 80.72 feet; thence North 56°38'50" East 123.02 feet; thence North 72°45'31" East 78.01 feet; thence North 20°51'05" West 30.58 feet; thence North 72°05'32" East 45.93 feet; thence North 17°22'51" West 69.30 feet; thence North 73°26'59" East 204.48 feet to a non-tangent curve concave to the East having a radial bearing of North 77°57'27" East and a radius of 220.00 feet; thence Northerly along said curve having a central angle of 35°57'17" an arc distance of 138.06 feet to point of reverse curve concave to the Northwest having a radius of 260.00 feet; thence along said curve having a central angle of 24°12'57" an arc distance of 109.89 feet; thence North 00°18'13" West 114.61 feet; thence North 16°46'10" West 19.40 feet; thence South 80°39'38" West 50.09 feet; thence North 39°08'12" West 55.33 feet to **THE POINT OF BEGINNING**

CONTAINING an area of 22.00 acres more or less.

SUBJECT to all easements and/or rights of way of record.

The Basis of Bearing is a course of North 00°39'40" East along the Westerly line of said Section 30, Township 4 South, Range 8 East, Mount Diablo Meridian, Stanislaus County as shown on Stanislaus County Survey No. 1596 dated February 1966.

Note: this description is preliminary and subject to revisions, and the acreage is approximate since the Southerly boundary along the North line of the River is not determined, the lower top of the bank at the Westerly part was used for acreage computations.

EXHIBIT "B"
AFTER LOT LINE ADJUSTMENT (PRELIMINARY)

PARCEL 2:

All that portion of Section 25, Township 4 South, Range 7 East, Mount Diablo Meridian, lying south of a line commencing 74 Rods South of the Northeast corner of said Section 25; thence West to the East end of Laird's Slough Bridge; thence Southwest to the center of the Slough, being all of Swamp and Overflowed Land Survey No. 215 and No. 216, lying North of the San Joaquin River and East of the center line of Laird's Slough, and a fraction of land lying North of same and South of Road leading to Grayson, all lying Southerly of the Southerly line of said Grayson Road as distance 45.00 feet at right angles from the center line of Grayson Road, Northerly and Easterly of the Northerly line of San Joaquin River as being bounded by the unknown Mean High Water Mark Elevation, and Westerly of the following described line:

BEGINNING at a point on the Southerly line of Grayson Road that distance 45.00 feet at right angles to the center line of said Grayson Road and bears South 07°09'29" West 920.98 feet from the Northeast corner of said Section 25, also said point is on a curve concave to the Northwest having a radial bearing of North 39°08'54" West and a radius of 1645.00 feet; thence South 39°08'12" East 55.33 feet; thence North 80°39'38" East 50.09 feet; thence South 16°46'10" East 19.40 feet; thence South 0°18'13" East 114.61 feet to a curve concave to the Northwest having a radius of 260.00 feet; thence along said curve having a central angle of 24°12'57" an arc distance of 109.89 feet to a point of reversed curve concave to the East having a radius of 220.00 feet; thence along said curve having a central angle of 35°57'15" an arc distance of 138.05 feet; thence South 73°26'59" West 204.48 feet; thence South 17°22'51" East 69.30 feet; thence South 72°05'32" West 45.93 feet; thence South 20°51'05" East 30.58 feet; thence South 72°45'31" West 78.01 feet; thence South 56°38'50" West 123.02 feet; thence South 42°53'06" West 80.72 feet; thence South 15°15'11" East 570.83 to said Northerly line of San Joaquin River as being bounded by the unknown Mean High Water Mark Elevation line and **THE POINT OF TERMINATION**.

CONTAINING an area of 89.42 acres more or less.

SUBJECT to all easements and/or rights of way of record.

The Basis of Bearing is a course of North 00°39'40" East along the Westerly line of said Section 30, Township 4 South, Range 8 East, Mount Diablo Meridian, Stanislaus County as shown on Stanislaus County Survey No. 1596 dated February 1966.

Note: this description is preliminary and subject to revisions, and the acreage is approximate since the Southerly and the Westerly boundary along the North line of the River is not determined, the lower top of the bank was used for acreage computations.

DOCUMENT 00 5200

AGREEMENT

THIS AGREEMENT, dated this 30th day of September, 2014, by and between **SYNAGRO-WWT, INC.** whose place of business is located at 435 Williams Court, Suite 100, Baltimore, Maryland 21220 ("Contractor"), and **Stanislaus County** ("Owner"), acting under and by virtue of the authority vested in Owner by the laws of the State of California.

WHEREAS, Owner, by its Resolution No. 2014-508 adopted on the 30th day of September, 2014 awarded to Contractor the following Contract:

**Honor Farm Wastewater Treatment Facility Maintenance Project
at
8224 West Grayson Road
Modesto, CA**

NOW, THEREFORE, in consideration of the mutual covenants hereinafter set forth, Contractor and Owner agree as follows:

ARTICLE 1 - SCOPE OF WORK OF THE CONTRACT

1.01 Work of the Contract

- A. Contractor shall complete all Work specified in the Contract Documents, in accordance with the Specifications, Drawings, and all other terms and conditions of the Contract Documents (**Work**).

1.02 Price for Completion of the Work

- A. Owner shall pay Contractor the following Contract Sum (**Contract Sum**) for completion of Work in accordance with Contract Documents as set forth in Contractor's Bid, attached hereto: Four Hundred Twenty Five Thousand Four Hundred Sixteen and 70/100 Dollars (\$425,416.70) comprised of the following.

1.

Item No.	Description	Units	Unit Cost	Estimated Quantity	Extended Cost
1	Mobilization	LS	\$18,800.00	1	\$18,800.00
2	Biosolids Removal and Hauling (Aeration Pond, Pond 1 and Pond 2)	TON	\$45.90	4,210	\$193,239.00
3	Biosolids Disposal/Tipping Fee at Landfill or Compost Facility	TON	\$34.37	4,210	\$144,697.70
Total Base Bid					\$356,736.70

LS = Lump Sum, EA = Each, CY = Cubic Yards

Total Base Bid Price:

Three Hundred Fifty-Six Thousand, Seven Hundred Thirty Six Dollars and Seventy Cents

(words)

Contractor and Owner acknowledge and agree that the above-referenced Base Bid Price may be reduced by Owner-issued deductive change order depending on the actual quantity of the biosolids removed from the site and delivered to the landfill or compost facility. Contractor and Owner acknowledge and agree

that the above-listed quantity of 4,210 units is an estimate and the actual cost to Owner will be calculated upon removal and disposal of the Biosolids based on the actual quantity of biosolids removed and disposed of at the landfill or compost facility. Contractor will provide Owner with weigh tickets memorializing the actual tonnage delivered to the landfill or compost facility. Contractor agrees to execute any such deductive change order reflecting the actual cost of Item Nos. 2 and 3 above based on the actual tonnage reflected on the weigh tickets.

2. **ADDENDUM 1: DECOMMISSIONING OF WASTEWATER TREATMENT FACILITY
ALTERNATE 1 BID SHEET – SCHEDULE OF WORK ITEMS**

Item No.	Description	Units	Unit Cost	Estimated Quantity	Extended Cost
4	Equipment Removal	LS	\$17,371.00	1	\$17,371.00
5	Plug and Cap Existing Pipe	EA	\$725,000	17	\$12,325.00
Alternate 1 Total					\$29,696.00

LS = Lump Sum, EA = Each, CY = Cubic Yards

3. **ADDENDUM 1: DECOMMISSIONING OF WASTEWATER TREATMENT FACILITY
ALTERNATE 2 BID SHEET – SCHEDULE OF WORK ITEMS**

Item No.	Description	Units	Unit Cost	Estimated Quantity	Extended Cost
6	Clearing and Grubbing	LS	\$1,500.00	1	\$1,500.00
7	Remove and Dispose of Existing Valves and Pipe	LS	\$8,900.00	1	\$8,900.00
8	Remove and Dispose of Concrete Structures and Electrical Cabinet	LS	\$2,880.00	1	\$2,880.00
9	Earthwork	CY	\$2.55	10,080	\$25,704.00
Alternate 2 Total					\$38,984.00

LS = Lump Sum, EA = Each, CY = Cubic Yards

B. The Contract Sum includes all allowances (if any).

ARTICLE 2 - COMMENCEMENT AND COMPLETION OF WORK

2.01 Commencement of Work

- A. Contractor shall commence Work on the date established in the Notice to Proceed.
- B. Owner reserves the right to modify or alter the Commencement Date.

2.02 Completion of Work

- A. Contractor shall achieve Substantial Completion of the entire Work within **150** Days from the Commencement Date.
- B. Contractor shall achieve Final Completion of the entire Work **180** Days from the Commencement Date.

ARTICLE 3 - PROJECT REPRESENTATIVES

3.01 Owner's Project Manager

- A. Owner has designated **Patricia Hill Thomas** as its Project Manager to act as Owner's Representative in all matters relating to the Contract Documents.
- B. Project Manager shall have final authority over all matters pertaining to the Contract Documents and shall have sole authority to modify the Contract Documents on behalf of Owner, to accept work, and to make decisions or actions binding on Owner, and shall have sole signature authority on behalf of Owner.
- C. Owner may assign all or part of the Project Manager's rights, responsibilities and duties to a Construction Manager, or other Owner Representative.

3.02 Contractor's Project Manager

- A. Contractor has designated **Brian Voss** as its Project Manager to act as Contractor's Representative in all matters relating to the Contract Documents.

3.03 Architect/Engineer

- A. **Blackwater Consulting Engineers, Inc.** furnished the Plans and Specifications and shall have the rights assigned to Architect/Engineer in the Contract Documents.
- B. Architect/Engineer has designated **Jeff Black** as its project manager, to act as its representative for receiving and making communications authorized under the Contract Documents.

ARTICLE 4 - LIQUIDATED DAMAGES FOR DELAY IN COMPLETION OF WORK

4.01 Liquidated Damage Amounts

- A. As liquidated damages for delay Contractor shall pay Owner One Thousand dollars (\$1,000.00) for each Day that expires after the time specified herein for Contractor to achieve Substantial Completion of the entire Work, until achieved.
- B. As liquidated damages for delay Contractor shall pay Owner One Thousand dollars (\$1,000.00) for each Day that expires after the time specified herein for Contractor to achieve Final Completion of the entire Work, until achieved.

4.02 Scope of Liquidated Damages

- A. Measures of liquidated damages shall apply cumulatively.
- B. Limitations and stipulations regarding liquidated damages are set forth in Document 00 7200 (General Conditions).

ARTICLE 5 - CONTRACT DOCUMENTS

5.01 Contract Documents consist of the following documents, including all changes, Addenda, and Modifications thereto:

Document 00 5100	Notice of Award
Document 00 5200	Agreement
Document 00 5500	Notice to Proceed
Document 00 6113.13	Construction Performance Bond
Document 00 6113.16	Construction Labor and Material Payment Bond
Document 00 6536	Guaranty
Document 00 6530	Release of Claims
Document 00 6325	Substitution Request Form
Document 00 6290	Escrow Agreement for Security Deposits
Document 00 7200	General Conditions
Document 00 7201	Supplementary Conditions
Document 00 7300	Labor Compliance Program [If Required]
Document 00 7316	Supplementary Conditions – Insurance
Document 00 7319	Supplemental Conditions – Hazardous Materials
Document 00 7349	Labor Stabilization Agreement [If Required]

Document 00 7380
Document 00 9113
Specifications
Drawings

Apprenticeship Programs
Addenda
Provided by Blackwater
Provided by Blackwater


- 5.02** There are no Contract Documents other than those listed above. The Contract Documents may only be amended, modified or supplemented as provided in Document 00 7200 (General Conditions).


ARTICLE 6 - MISCELLANEOUS

- 6.01** Terms and abbreviations used in this Agreement are defined in Document 00 7200 (General Conditions) and Section 01 4200 (References and Definitions) and will have the meaning indicated therein.
- 6.02** It is understood and agreed that in no instance are the persons signing this Agreement for or on behalf of Owner or acting as an employee, agent, or representative of Owner, liable on this Agreement or any of the Contract Documents, or upon any warranty of authority, or otherwise, and it is further understood and agreed that liability of Owner is limited and confined to such liability as authorized or imposed by the Contract Documents or applicable law.
- 6.03** In entering into a public works contract or a subcontract to supply goods, services or materials pursuant to a public works contract, Contractor or Subcontractor offers and agrees to assign to the awarding body all rights, title and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. §15) or under the Cartwright Act (Chapter 2 (commencing with §16700) of Part 2 of Division 7 of the Business and Professions Code), arising from purchases of goods, services or materials pursuant to the public works contract or the subcontract. This assignment shall be made and become effective at the time Owner tenders final payment to Contractor, without further acknowledgment by the parties.
- 6.04** Copies of the general prevailing rates of per diem wages for each craft, classification, or type of worker needed to execute the Contract, as determined by Director of the State of California Department of Industrial Relations, are deemed included in the Contract Documents and on file at Owner's Office, and shall be made available to any interested party on request. Pursuant to California Labor Code §§ 1860 and 1861, in accordance with the provisions of Section 3700 of the Labor Code, every contractor will be required to secure the payment of compensation to his employees. Contractor represents that it is aware of the provisions of Section 3700 of the Labor Code which require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that Code, and Contractor shall comply with such provisions before commencing the performance of the Work of the Contract Documents.
- 6.05** This Agreement and the Contract Documents shall be deemed to have been entered into in the County of Stanislaus, State of California, and governed in all respects by California law (excluding choice of law rules). The exclusive venue for all disputes or litigation hereunder shall be in the Superior Court for the County of Stanislaus.

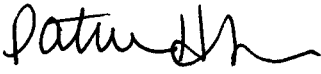
IN WITNESS WHEREOF the parties have executed this Agreement in quadruplicate the day and year first above written.

CONTRACTOR: SYNAGRO-WWT, INC.

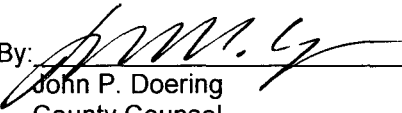
By: 
Michael Schwartz, Vice President

By: 
Mathew deWitt, Assistant Secretary

OWNER: STANISLAUS COUNTY

By: 
Patricia Hill Thomas
Chief Operations Officer

APPROVED AS TO FORM AND LEGALITY
THIS 21 DAY OF October, 2014

By: 
John P. Doering
County Counsel

RESOLUTION NO. 2014-508

END OF DOCUMENT

OAK #4812-4604-1374 v2

A Public to Private Transformation

Disposition of the Former Honor Farm
Property

September 30, 2014

Item B-10

- “All our dreams can come true – if we have the courage to pursue them.”

Walt Disney



Patricia Hill Thomas

Chief Operations Officer-Project Manager

Board of Supervisors Capital Facilities Committee

- The Board of Supervisors Capital Facilities Committee comprised of Supervisors O'Brien and Monteith met on September 24, 2014.
- The Committee acted unanimously to support today's recommendations to the Board of Supervisors.

Overview of The Transformation

- Former Sheriff's Honor Farm constructed in the 1950's.
- Used for decades as a minimum security detention facility adjacent to Laird Park.
- Fire in 2010.

Overview of The Transformation

- Insurance Settlement allows for replacement of the Honor Farm facility at the Public Safety Center Site, Unit 2 Opened in 2013.
- County gains advantage of reducing detention operations from three separate locations to two.

Overview of the Transformation

- Property No Longer Needed for a Public Purpose.
- Camp Taylor, a non-profit, Dedicated to Children with Heart Disease and their Families submits the *one* Offer to Purchase meeting the minimum price.
- Public Property no Longer Needed sold for a Private Non-Profit Use.
- Win-Win, Public to Private Transformation.

The How

- County seeks buyer for vacant surplus

Property:

- Board of Supervisors Declared Surplus on July 29, 2014.
- County Plans the facility clean-up and close out decommissioning activities.

The How

■ County seeks buyer for vacant surplus

Property:

- County sets minimum price of \$723,000.
- Camp Taylor submits Offer to Purchase of \$723,000 with the required 10% Deposit on August 27, 2014.
- Transformation underway!

The How

- Public Contracts Code specifics the rules for disposition of public property.
- The rules are followed by the Issuance of a Request for Offers for Purchase.
- The Honor Farm is located in within the A-2 General Agricultural zoning district.
- Legal Nonconforming (LNC) under current zoning.

The How

- The sale is conditioned as follows:
 - *County Responsibilities*
 - Board of Supervisors approval of the conditional sale to Camp Taylor by a **4/5 vote**.
 - Complete cleanup and decommissioning of the Waste Water Treatment Facilities.

The How

- The sale is conditioned as follows:
 - ***County Responsibilities***
 - Removal of certain structures.
 - Implement various land changes including abandonment of right away, and easement and access agreements.

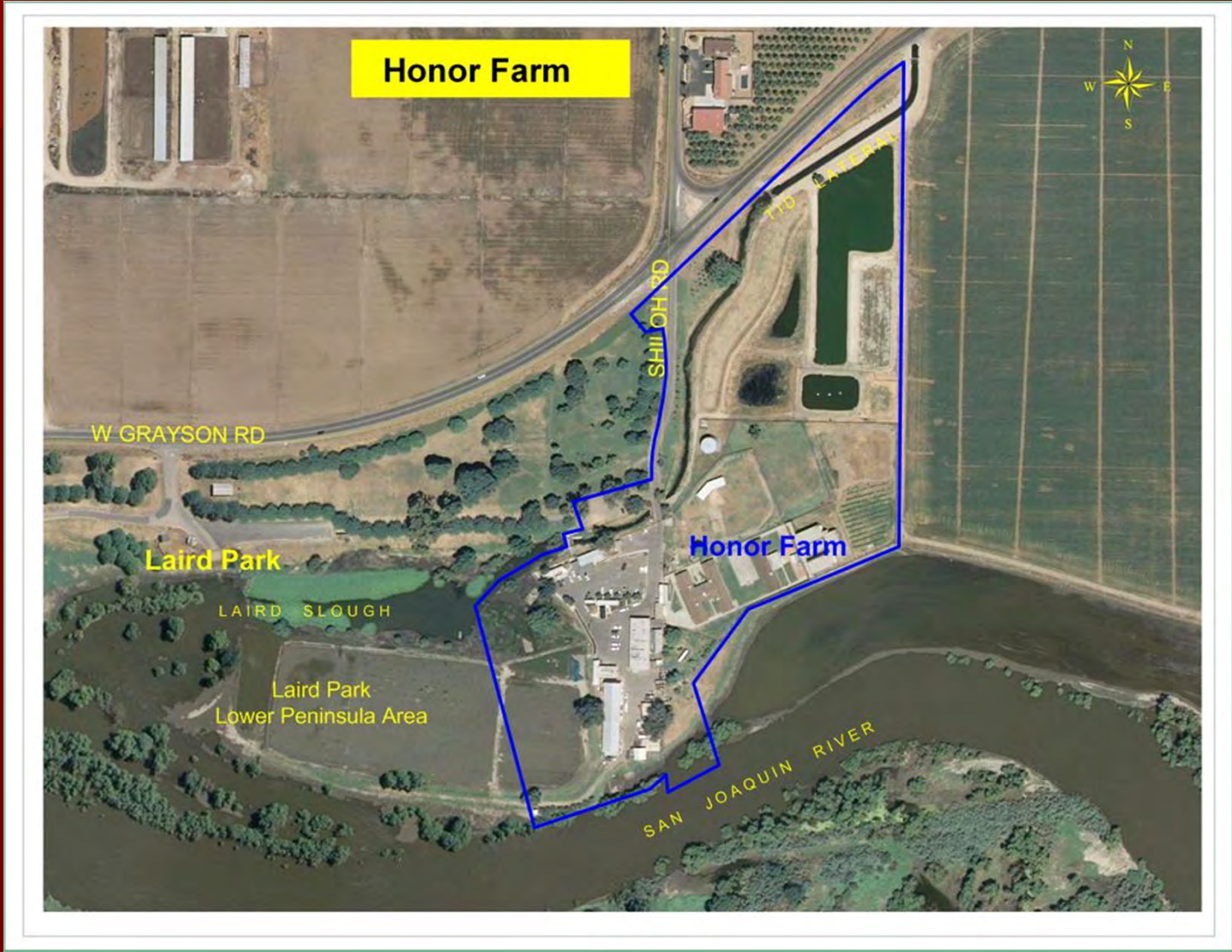
The How

- The Sale is conditioned as follows:
 - ***Camp Taylor Responsibilities:***
 - Obtain a Conditional Use Permit for the intended use.
 - Pay the remaining \$650,700 of the Purchase Offer.

The How

- The Sale is conditioned as follows:
 - ***Camp Taylor Responsibilities:***
 - At the completion of all these activities the County and Camp Taylor close escrow and the property transaction is complete.

The Location



The County's Part

- Wastewater Facility Clean Up
 - Board authorized the selection of Blackwater Consulting Engineers, Inc. to engineer the clean-up.
 - Total estimated cost of engineering and decommissioning was \$823,021.

The County's Part

- Wastewater Facility Clean Up
 - Bids Issued for the actual decommissioning and clean up of the former Waste Water Facility.
 - On September 24, 2014, one bid was received for this work from Synagro-WWT, Inc.

The County's Part

- Total Estimated exposure is now \$842,943
 - \$842,943 is below budgeted funds for this Project and will be primarily funded by the \$723,000 Proceeds from the Sale.
- Basis of Award for the Decommissioning:
 - Biosolids Removal and Hauling;
 - Mobilization;
 - Biosolids Disposal/Tipping Fee at Landfill or Compost Facility;

The County's Part

- Basis of Award for the Decommissioning:
 - Equipment Removal;
 - Plug and Cap Existing Pile;
 - Clearing and Grubbing;
 - Remove and Dispose of Concrete Existing Valves and Pipe;

The County's Part

- Basis of Award for the Decommissioning:
 - Remove and Dispose of Concrete Structures and Electrical Cabinet; and
 - Earthwork.

The County's Part

- Bids will be issued to demolish and remove Barracks 4, the Paint Booth Interior and Guard Station due to their unsafe condition.
- On October 21, 2014 the Board will consider an action to complete an abandonment of a public right of way formerly used as the alignment of Grayson Road and Shiloh Road.

The County's Part

- Execution of various easement and access agreements necessary to accomplish the transfer of title to Camp Taylor.

Camp Taylor's Part

- Camp Taylor has executed the Agreement for Purchase and Sale of Real Estate and Escrow Instructions for Former Honor Farm property.
- Pursuant to its Offer to Purchase, Camp Taylor since its inception in 2002 has offered medically supervised residential camp programs helping children with heart disease and their families.

Camp Taylor's Part

- Providing under-served population of pediatric cardiology with educational and life improving camp programs including:
 - Youth Camps
 - Teen Camps
 - Heart Mom Retreats
 - Sibling Camp
 - Family Camp Programs

Conditional Use Permit

- Camp Taylor must obtain a Conditional Use Permit (CUP).
- Conditional Use Permit (CUP) requires approval of the Stanislaus County Planning Commission.
- Property is located within the A-2 Zone (General Agriculture).

Conditional Use Permit

- Honor Farm was a Legal Nonconforming Use.
- Change of a Legal Nonconforming Use to a different use, of equal or less intensity may occur with the approval of a use permit.
- Proposed reuse by Camp Taylor may be permitted with approval of a Use Permit as a Recreational camp without housing for permanent residents.

Conditional Use Permit

- Planning Department will lead the CUP effort.
- County will sign the Application as current owner.

The Money

- County's estimated cost to clean up and close out is \$842,943:

Decommissioning Contract with Synagro	\$425,417
Consulting and Engineering	\$171,276
Demolition and Waste Disposal	\$131,250
WWTF Regulatory Decommissioning Activities	\$115,000
Total	\$842,943

The Money

- Recommended funding sources:

Previously approved for Engineering \$ 88,898

Anticipated Proceeds from the Sale \$723,000

of the Property to Camp Taylor

Existing Appropriations in \$ 95,000

Downtown Men's Jail Boiler Project

Total \$906,898

Project Budget approval requested today

The Money

- Board of Supervisors previously approved funding of \$300,000 in the Deferred Maintenance budget from Fiscal Year 2014-2015.
- Final 2014-2015 Budget included funding of \$200,000 for the project.

The Money

- County has responsibility to decommission the Waste Water Treatment Facility with or without a property sale.
- Sufficient contingencies exist if property sale is not completed.

The Outcome

- Concurrent activities by Camp Taylor, County and the Planning Department.
- Goal to close escrow in Spring of 2015.
- County's ownership of Property ends.
- Public no longer bears cost of vacant property.
- Transformation of a former jail to a non-profit organization serving children with heart disease and their families.



Kimberlie Gamino

Executive Director/Founder Camp Taylor

Recommendations

1. Authorize the Project Manager to negotiate and execute the construction contract with Synagro-WWT, Inc. for the wastewater treatment facility decommissioning and closeout project for \$425,417.
2. Authorize the Auditor-Controller to increase appropriations and revenues as outlined in the Budget Journal.

Recommendations

3. Authorize the Project Manager to issue a Notice to Proceed upon receipt of proper insurance and bonds for each of the Projects.

Recommendations

4. Approve by a 4/5 vote the sale and authorize the execution by the County of an Agreement for Purchase and Sale of the former Honor Farm property to Camp Taylor, a non profit public benefit corporation, conditioned on the County's completion of various maintenance and decommissioning activities.

Recommendations

5. Direct the staff to initiate proceedings for the abandonment of the former public right of way within Laird Park.
6. Approve the preparation and execution of those easement and access agreements necessary to accomplish the transfer in fee simple title of the Honor Farm to Camp Taylor.

Recommendations

7. Authorize the Project Manager to sign a Conditional Use Permit Application to be submitted to the Stanislaus County Planning Commission by Camp Taylor.

Recommendations

8. Authorize the Project Manager to proceed with all other necessary actions to close out and complete the County's activities at the former Honor Farm property and deliver the former Honor Farm property to Camp Taylor as long as project costs are within the Project Budget.

Questions and Comments



Thank you!

A Public to Private Transformation

Disposition of the Former Honor Farm
Property

September 30, 2014

Item B-10

